



# ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

## COMMUNICATIONS WITH DOCUMENTATION FOR THE APRIL 10, 2024 MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2024-105 . . .	Read & Filed	.....
2024-153 . . .	Read & Filed	.....
2024-154 . . .	Read & Filed	.....
2024-155 . . .	Ways & Means	.....
2024-156 . . .	Ways & Means	.....
2024-157 . . .	Ways & Means	.....
2024-158 . . .	Ways & Means	.....
2024-159 . . .	Ways & Means	.....
2024-160 . . .	Ways & Means	.....
2024-161 . . .	Ways & Means	.....
2024-162 . . .	Health & Human Services, Ways & Means	.....
2024-163 . . .	Health & Human Services, Ways & Means	.....
2024-164 . . .	Health & Human Services, Ways & Means	.....
2024-165 . . .	Health & Human Services, Ways & Means	.....
2024-166 . . .	Health & Human Services, Ways & Means	.....
2024-167 . . .	Health & Human Services, Ways & Means	.....
2024-168 . . .	Health & Human Services, Ways & Means	.....
2024-169 . . .	Health & Human Services, Ways & Means	.....
2024-170 . . .	Health & Human Services, Ways & Means	.....
2024-171 . . .	Health & Human Services, Ways & Means	.....
2024-172 . . .	Health & Human Services, Ways & Means	.....
2024-173 . . .	Health & Human Services, Ways & Means	.....
2024-174 . . .	Health & Human Services, Ways & Means	.....
2024-175 . . .	Public Safety, Ways & Means	.....
2024-176 . . .	Public Safety, Ways & Means	.....
2024-177 . . .	Public Safety, Ways & Means	.....
2024-178 . . .	Public Safety, Ways & Means	.....
2024-179 . . .	Public Safety, Ways & Means	.....
2024-180 . . .	Public Safety, Ways & Means	.....
2024-181 . . .	Public Safety, Ways & Means	.....
2024-182 . . .	Public Safety, Ways & Means	.....
2024-183 . . .	Public Safety, Ways & Means	.....
2024-184 . . .	Public Safety, Ways & Means	.....
2024-185 . . .	Public Safety, Ways & Means	.....
2024-186 . . .	Airport, Ways & Means	.....
2024-187 . . .	Airport, Ways & Means	.....
2024-188 . . .	Airport, Ways & Means	.....
2024-189 . . .	Public Works, Ways & Means	.....
2024-190 . . .	Public Works, Ways & Means	.....
2024-191 . . .	Public Works, Ways & Means	.....
2024-192 . . .	Public Works, Ways & Means	.....

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Timothy Julian  
Minority Leader

2024-193 . . . Public Works, Ways & Means.....  
2024-194 . . . Public Works, Ways & Means.....  
2024-195 . . . Public Works, Ways & Means.....  
2024-196 . . . Public Works, Ways & Means.....

AVAILABLE ON WEBSITE ONLY  
[www.ocgov.net](http://www.ocgov.net)



**Memorializing petition by  
Oneida County  
Board of Legislators**

FN 20 24-153

**READ & FILED**

F.N. 2024- XXX

**MEMORIALIZING PETITION URGING GOVERNOR HOCHUL TO INCLUDE  
FULLY REIMBURSE MEDICAID IN THE 2024 BUDGET**

**Sponsor: Mme. Ervin, Reale**

**WHEREAS**, Medicaid pays 30% less than the actual cost of healthcare for low-income seniors, children from low-income families, and people with disabilities in New York State.

**WHEREAS**, more than 7 million New Yorkers suffer when Medicaid isn't fully reimbursed, facing difficulty accessing health care services, mental health services, longer wait times in emergency rooms, and dangerous staffing shortages at our hospitals and nursing homes.

**WHEREAS**, Medicaid underpayments are already severely harming low-income New Yorkers, especially in our Black and Latino communities, leading to worse health outcomes and shorter life expectancies.


**NOW THEREFORE BE IT RESOLVED**, the Oneida County Board of Legislators it is our conviction that as New York State budget discussions proceed, and with \$43 billion in reserves, we must fully fund Medicaid reimbursements at \$6 billion for hospitals and \$1.6 billion for nursing homes to fully cover the actual cost of care. If New York increases Medicaid reimbursements, the federal government will pay for half of the cost, reducing the cost to New York taxpayers by 50%. Fixing Medicaid underpayments will ensure that our hospitals and nursing homes can hire the staff they need, and our seniors, children, and mothers and babies will receive the care they deserve and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to Governor Kathy Hochul, State Senator Joseph A. Griffo, State Assembly members Marianne Buttenschon, Brian D. Miller, Kenneth Blankenbush and Robert Smullen, and others deemed appropriate.

Feb. 14, 2024

Legislators Supporting Petition

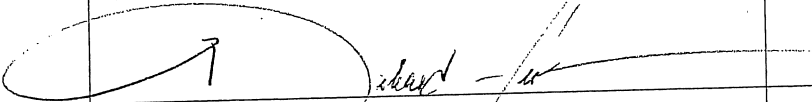
Legislators Opposing Petition

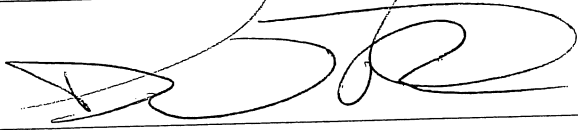


Leon M. Zieve

John H. Washburn

Garth Bond



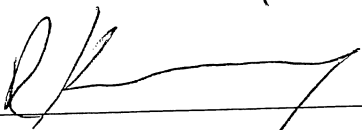





Michael H. Smith









<i>Legislators Supporting Petition</i>	<i>Legislators Opposing Petition</i>
	
<i>Cynthia Rogers Pitt</i>	
<i>Carolin V. Keale</i>	
<i>Norm Leach</i>	

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.





# Memorializing Petition of the Oneida County Board of Legislators

FN 20 24-154  
READ & FILED

F.N. 2024-  
XXXX

**MEMORIALIZING PETITION URGING GOVERNOR HOCHUL TO RESTORE \$60 MILLION IN CHIPS FUNDING AND \$40 MILLION IN STR FUNDING TO THE 2024-25 STATE BUDGET**

**Sponsors: Messrs, Davis, Flisnik, Waterman, Newton, Joseph, Gentile, Leach, Idzi & Mme. Pratt**

**WHEREAS**, infrastructure and roadways play an important role in the safety of all drivers and pedestrians across New York State; and

**WHEREAS**, according to the American Society of Civil Engineers, almost 10% of New York roads and bridges are in poor condition; and, across the State, 637 bridges have now been posted to carry less than their prior legally authorized and designated loads; and

**WHEREAS**, according to the American Society of Civil Engineers, approximately 45% of New York roadways are considered to be in either fair or poor condition; and

**WHEREAS**, many county and town highway department budgets derive essential funding from the State's Consolidated Local Street and Highway Improvement Programs (CHIPS), which said funding in last year's state budget totaled nearly \$600 million; and

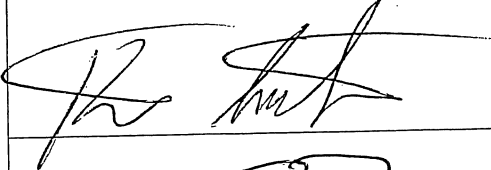

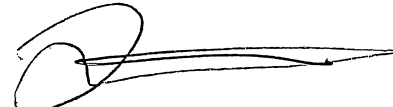

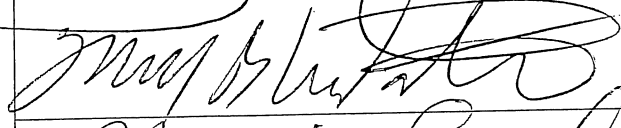
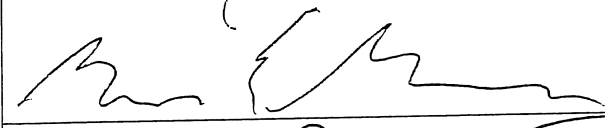
**WHEREAS**, a proposed decrease of approximately 10% in the basic program funding for CHIPS in the 2024-25 Executive Budget, in the amount of almost \$60 million, and, a proposed decrease in funding for the State Touring Routes Program (STR) by \$40 million will inevitably and inexorably hurt impacted municipalities in their efforts to maintain, construct and repair highways, bridges and other special transportation infrastructure, such as highway railroad crossings improvements; and

**WHEREAS**, at a time in which costs of labor and material are increasing, any cut in funding is tantamount to a double-negative in terms of impact, as inflationary costs now dictate a need to increase the basic funding for the necessary infrastructure program, rather than decrease it;

**NOW THEREFORE BE IT RESOLVED**, that the Oneida County Board of Legislators does hereby implore Governor Kathy Hochul to restore \$60 million in CHIPS funding and \$40 million in funding for the STR; and, due to inflationary costs, the Governor is urged to increase funding for these programs so that state municipalities can adequately maintain their roads and bridges and related infrastructure for the safety of the traveling public across New York State; and

**BE IT FURTHER RESOLVED**, that a copy of this Memorializing Resolution of the Oneida County Board of Legislators be sent to New York State Governor Kathy Hochul; State Senator Joseph A. Griffo; and, State Assembly Members Marianne Buttenschon, Brian D. Miller, Kenneth Blankenbush and Robert Smullen, and all others deemed appropriate.

**March 13, 2024**

Legislators Supporting Petition	Legislators Opposing Petition
	
	
	
	
	
	
	
	
	
	

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.



Legislators *Supporting* Petition

Legislators *Opposing* Petition

Tom McEwen

Michael Mautis

Colin

Rhij

Orlando

Justin

Caroline V. Keale



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

FN 20 2-1-155

March 20, 2024

Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

WAYS & MEANS

**Re: Five-Year Agreements for Annual Budget Appropriations**

Dear Honorable Members:

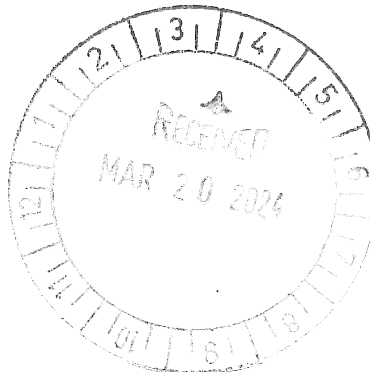
Please find enclosed, for your review and consideration, the agreement for annual budget appropriations between the County and the Vernon-Verona-Sherrill Central School District. The enclosed agreement serves as a template for these agreements which will provide annual funding in accordance with the County budget to various municipalities and the Vernon-Verona—Sherill School District. I request that the enclosed be approved as a template agreement between Oneida County and the following municipalities in the corresponding annual amounts:

City of Sherrill	\$300,000.00
Town of Augusta	\$100,000.00
Town of Vernon	\$225,000.00
Town of Vienna	\$125,000.00
Village of Sylvan Beach	\$100,000.00
Village of Vernon	\$100,000.00
Vernon-Verona-Sherrill School District	\$850,000.00

Thank you for your prompt attention to this matter.

Respectfully submitted,

Hon. Anthony J. Picente, Jr.



Oneida Co. Department: **Budget**

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>  X  </u>

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Vernon-Verona-Sherrill Central School District  
5275 Route 31  
Verona, New York 13471

**Title of Activity or Service:** Budget Appropriation

**Proposed Dates of Operation:** January 1, 2024 – December 31, 2028

**Client Population/Number to be Served:**

**Summary Statements**

**1) Narrative Description of Proposed Services:**

Support the cost of providing services and sponsoring activities that publicize the advantages of the County and the region, and contributing to and promoting the cultural development of the residents and children of the County.

**2) Program/Service Objectives and Outcomes:**

To serve the citizens and children of Oneida County.

**3) Program Design and Staffing: N/A**

**Total Funding Requested:** \$4,250,000.00                      **Account # A1340 1987.499-170**  
(\$850,000.00 Annually)

**Oneida County Dept. Funding Recommendation:** \$4,250,000.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

## AGREEMENT

THIS AGREEMENT (the "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, hereinafter called the "County," and the Vernon-Verona-Sherrill Central School District, with its principal offices located at 5275 Route 31, Verona, New York 13471, hereinafter called the "District."

**WHEREAS**, the District provides services and sponsors activities that publicize the advantages of the County and the region, and contribute to and promote the cultural development of the residents of the County, in particular their promotion of the Future Farmers of America, their agricultural science curriculum, offered in partnership with Oneida-Herkimer-Madison BOCES, and their developing agri-science facility that will be open to all County students; and

**WHEREAS**, the County deems it desirable to appropriate a sum of money to help finance such activities;

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants herein contained, do hereby agree as follows:

1. This Agreement shall commence on January 1, 2024 and shall run for a term of five (5) years, terminating on December 31, 2028, if not terminated sooner in accordance with the provisions of Sections 9 and 10, below.

2. The District agrees to provide services and sponsor activities that publicize the advantages of the County and the region, and contribute to and promote the cultural development of the residents of the County, including their promotion of the Future Farmers of

America, their agricultural science curriculum, offered in partnership with Madison-Oneida BOCES, and their developing agri-science facility; all of which will be available to and will benefit all County students.

3. For the services provided by the District, pursuant to the terms hereof, the County agrees to pay to the District annually the sum of Eight Hundred Fifty Thousand dollars (\$850,000.00), which will be used to finance the aforementioned activities of the District. Such payments shall be made by the County each year in four quarterly installments of \$212,500.00, after receipt of vouchers presented by the District on forms prescribed by the County and after audit and approval by the County's Comptroller.

4. The District agrees to submit annual financial reports covering its latest completed fiscal year(s), prepared in accordance with the generally accepted accounting procedures for school districts, and in full compliance with state and federal regulations. Such reports shall be submitted to the County's Comptroller as soon as is practicable each year.

5. Officers, agents, directors and employees of the District, in accordance with the status of the District as an independent contractor, covenant and agree that they will conduct themselves consistent with such status; that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and they will not by reason thereof, make any claim, demand or application to, or for, any right or privilege applicable to an officer or employee of the County, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

6. This Agreement shall not be assigned or sublet by the District without the consent in writing of the County.

7. This Agreement is in accordance with Section 224(14) of the New York County Law.

8. The District shall defend, indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature as a result of furnishing the services provided for in this Agreement.

9. In exchange for the County's above-stated obligations, the District further agrees as follows:

- a.) It will not challenge nor will it directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept land possessed by the Oneida Nation of New York ("Nation Land") into trust pursuant to 25 U.S.C. § 465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. § 523.
- b.) It will not litigate, nor will it assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Oneida Nation of New York (the "Nation").
- c.) It will not engage in, nor shall it assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to transfer Nation Land, subject to the cap limitation specified in the Settlement Agreement, into trust pursuant to 25 U.S.C §465, or to any transfer of excess federal land within the reservation to the U.S. Department of Interior to be held in trust pursuant to 40 U.S.C. § 523. "Settlement Agreement," as

used herein, refers to the 2013 agreement entered into by New York State, the Oneida Nation, and Oneida and Madison Counties.

- d.) It will not judicially or administratively challenge, or in any way fund or assist others in challenging the Settlement Agreement.
- e.) In the event that the District takes any such actions, the County's obligations hereunder shall cease and the District shall, within thirty (30) days of demand therefor, refund to the County all payments previously made to the District pursuant to this Agreement, and pursuant to similar agreements made since the Settlement Agreement took effect, with statutory interest. The County shall be entitled to seek injunctive relief enjoining the District from taking or continuing such actions if such repayment is not timely made. This provision shall survive the termination or expiration of this Agreement regardless of the cause of such termination or expiration.

10. Executory Clause. Notwithstanding any other provision of this Agreement:

- a.) The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to the District unless and until (i) all County approvals have been obtained, including; if required, approval by the County Legislature; and (ii) this Agreement has been executed by the County Executive.
- b.) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to the District beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from

the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

c.) In the event that funding should become unavailable or is otherwise not appropriated, this Agreement shall terminate immediately upon the sending of a notice of unavailability or non-appropriation of those funds from the County to the District.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

BY: \_\_\_\_\_  
**ANTHONY J. PICENTE, JR.**  
**Oneida County Executive**

VERNON-VERONA-SHERRILL CENTRAL SCHOOL DISTRICT

By:   
**ANN PANGBURN**  
**President of the Board of Education**

**Approved**

\_\_\_\_\_  
**Amanda L. Cortese-Kolasz**  
**County Attorney**





# ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 315-798-5900 ♦ Home Phone: 315-337-9045*

March 5, 2024

FN 20 24-156

Oneida County  
Board of Legislators  
800 Park Ave.  
Utica, NY 13501

WAYS & MEANS

Honorable Members:

We have received correspondence from the City of Utica, recommending the appointment of Dennis Bova to the Upper Mohawk Valle Water Board.

Therefore, I recommend for consideration and approval to the Upper Mohawk Valley Regional Water Board, Dennis Bova, for a 3-year term to commence on January 1, 2024 and expire on December 31, 2026.

I ask that this board take action on this matter at the April 10, 2024 legislative meeting.

Respectfully submitted,

Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

Date: March 20, 2024

FN 20 27-157

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Honorable Members:

During the process of preparing for the closing of the County's accounting records for 2023, deficit balances were identified in a number of employee fringe benefit accounts that will require transfers. The transfers are covered by surplus funds in the 2023 budgets of other related fringe accounts.

Health Insurance shortages result from an evolving workforce and coverage changes that they may elect. The shortages in the retirement accounts are due to the ever-increasing NYS Retirement charge and the decision to pay off the entire retirement liability in order to save on interest charges.

Due to the need to close the 2023 accounting records, I ask that these transfers be acted upon at the April 10th meeting. I therefore request your Board approval for the following 2023 fund transfers:

TO:

Table with 2 columns: Fund Description and Amount. Rows include Board of Legislators, County Court, Public Defender-Regional Immigration, Finance-Commissioner, Naturalization, Board of Elections, Health Insurance Admin, Public Works-Commissioner, Division of IT, Buildings & Grounds, and Sheriff-Administration.

AA# A3110 3120.860-000 Sheriff-Law Enforcement, Health Insurance .....	32,623.
AA# A3140 3141.830-000 Probation-Domicile Restriction Program, Social Security	388.
AA# A3110 3150.830-000 Sheriff-Jail Inmates, Social Security.....	224,746.
AA# A4010 4015.860-000 Public Health-Lead Screening, Health Insurance .....	2,708.
AA# A1340 4021.840-000 Budget-Substance Abuse Svcs Residual, Workers Comp.	3,974.
AA# A4010 4060.860-000 EHC Admin (3-5 yrs), Health Insurance .....	590.
AA# A4010 4062.830-000 Lead Poisoning Prevention, Social Security .....	1,327.
AA# A4010 4062.860-000 Lead Poisoning Prevention, Health Insurance .....	4,114.
AA# A4010 4092.840-000 Emergency Preparedness, Workers Compensation .....	14,050.
AA# A4010 4062.860-000 Lead Poisoning Prevention, Health Insurance .....	4,114.
AA# A4310 4310.860-000 Mental Health, Health Insurance .....	10,130.
AA# A5610 5610.850-000 Department of Aviation, Unemployment Insurance .....	2,950.
AA# A5610 5610.860-000 Department of Aviation, Health Insurance .....	21,160.
AA# A6010 6015.830-000 Home Energy Assistance Program, Social Security .....	19,268.
AA# A6010 6015.840-000 Home Energy Assistance Program, Workers Comp.....	4,726.
AA# A6010 6015.860-000 Home Energy Assistance Program, Health Insurance .....	8,535.
AA# A6610 6610.840-000 Purchasing-Weights & Measures, Social Security .....	3,636.
AA# A6772 6772.860-000 OFA-Office of The Aging, Health Ins.....	928.
AA# A7310 7310.830-000 Youth Bureau, Social Security.....	144.
AA# A8020 8020.830-000 Planning, Social Security.....	17,650.
"A" Fund Total:	\$516,358.

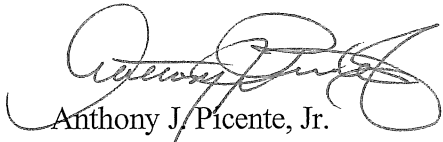
AA# J6300 6293.830-000 Summer Youth Employment Program, Social Security .....	648.
AA# J6300 6293.840-000 Summer Youth Employment Program, Workers Comp .....	81.
AA# J6300 6293.850-000 Summer Youth Employment Program, Unemployment Ins	1,282.
AA# J6300 6300.830-000 Office of Workforce Development, Social Security .....	3,157.
AA# J6300 6300.860-000 Office of Workforce Development, Health Insurance .....	22,126.
AA# J6300 6302.830-000 Administration-Other Grants, Social Security .....	102.
"J" Fund Total:\$	27,396.

**FROM:**

AA# A3110 3110.810-000 Sheriff-Administration, Retirement .....	52,368.
AA# A3110 3112.810-000 Sheriff-Security, Retirement.....	85,256.
AA# A3110 3112.860-000 Sheriff-Security, Health Insurance.....	39,294.
AA# A3110 3113.810-000 Sheriff-Special Initiatives, Retirement.....	72,954.
AA# A3110 3115.860-000 Sheriff-Civil, Health Insurance.....	64,248.
AA# A3110 3117.810-000 Sheriff-Courts, Retirement.....	202,238.
"A" Fund Total:\$	516,358.

AA# J6300 6298.810-000 Workforce Development-TANF, Retirement .....	27,396.
"J" Fund Total:\$	27,396.

Respectfully submitted,



Anthony J. Picente, Jr.  
Oneida County Executive

AJP  
CC:County Attorney  
Comptroller  
Budget Director





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

Date: March 20, 2024

FN 20 24-158

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Honorable Members:

There is a need for additional funds in various salary and related personal services' accounts throughout the County for 2023. These transfer requirements have resulted from a variety of factors such as the settlement of several labor contracts, which resulted in the payment of retroactive wages to the employees covered by those agreements and the payment of overtime for special projects that may arise. The resulting payroll adjustments, as expected, caused budgetary shortages in many salary accounts, all of which are adequately covered by surpluses in other personal services' accounts.

Due to the need to close the 2023 accounting records, I ask that these transfers be acted upon at the April 10th meeting. I therefore request your Board approval for the following 2023 fund transfers:

TO:

Table with 2 columns: Fund Code and Amount. Rows include: AA# A1010 1010.101-000 County Court, Salaries \$ 30,913; AA# A1165 1165.102-000 District Attorney-Administration, PT Salaries 59,078; AA# A1165 1165.109-000 District Attorney-Administration, Other Salaries 32,755; AA# A1170 1170.102-000 Public Defender-Criminal, PT Salaries 14,960; AA# A1170 1174.102-000 Public Defender-OILS, PT Salaries 343; AA# A1310 1310.101-000 Finance-Commissioner, Salaries 803; AA# A1315 1315.101-000 Audit & Control, Salaries 3,664; AA# A1315 1315.103-000 Audit & Control, Overtime 2,382; AA# A1340 1340.101-000 Budget Office, Salaries 4,417; AA# A1410 1410.103-000 County Clerk-Registrar, Overtime 845; AA# A1410 1411.103-000 County Clerk-Motor Vehicle Bureau, Overtime 6,759; AA# A1410 1412.101-000 County Clerk-Naturalization, FT Salaries 7,990; AA# A1410 1412.103-000 County Clerk-Naturalization, Overtime 2,403; AA# A1420 1420.103-000 County Attorney, Overtime 3,887; AA# A1430 1430.102 - Personnel, PT Salaries 975; AA# A1450 1450.103-000 Board of Elections, FT Salaries 119,593; AA# A1450 1450.103-000 Board of Elections, Overtime 19,289; AA# A1620 1620.103-000 DPW-Buildings and Grounds, FT Salaries 149,929.

**Board of Legislators**

**April 10, 2024**

**Page 2**

AA# A1620 1620.103-000 DPW-Buildings and Grounds, PT Salaries.....	5,778.
AA# A1620 1620.103-000 DPW-Buildings and Grounds, Overtime .....	80,887.
AA# A3020 3020.102-000 Emergency Svcs, PT Salaries .....	46,187.
AA# A3020 3020.103-000 Emergency Svcs, Overtime.....	279,909.
AA# A3110 3110.102-000 Sheriff-Administration, PT Salaries.....	744.
AA# A3110 3111.103-000 Sheriff-Stop DWI, Overtime.....	14,606.
AA# A3110 3112.103-000 Sheriff-Security, Overtime.....	73,001.
AA# A3110 3113.103-000 Sheriff-Special Initiatives, Overtime .....	19,875.
AA# A3110 3115.103-000 Sheriff-Civil, Overtime .....	5,343.
AA# A3110 3117.103-000 Sheriff-Courts, Overtime .....	76,791.
AA# A3110 3117.107-000 Sheriff-Courts, 207c Wages.....	494.
AA# A3110 3120.103-000 Sheriff-Law Enforcement, Overtime .....	546,304.
AA# A3110 3121.102-000 Sheriff-SPO, PT Salaries .....	1,726,761.
AA# A3110 3121.103-000 Sheriff-SPO, Overtime.....	18,693.
AA# A3140 3140.103-000 Office of Probation, Overtime .....	5,916.
AA# A3140 3140.109-000 Office of Probation, Salaries-Other .....	7,230.
AA# A3140 3141.101-000 Domicile Restriction Program, Salaries.....	16,392.
AA# A3140 3141.103-000 Domicile Restriction Program, Overtime .....	3,576.
AA# A3140 3142.103-000 PINS Diversion Program, Overtime .....	14,219.
AA# A3140 3144.103-000 Raise the Age, Overtime .....	3,825.
AA# A3110 3150.103-000 Sheriff-Jail Inmates, Overtime.....	4,300,017.
AA# A3110 3150.107-000 Sheriff-Jail Inmates, Salaries 207-C Injury .....	89,060.
AA# A4010 4010.101-000 Public Health-Health Administration, FT Salaries .....	115,444.
AA# A4010 4010.103-000 Public Health-Health Administration, Overtime .....	258.
AA# A4010 4010.109-000 Public Health-Health Administration, Other Salaries.....	20,409.
AA# A4010 4012.101-000 Public Health-Clinic, FT Salaries .....	70,016.
AA# A4010 4015.101-000 Public Health-Lead Screening, FT Salaries .....	199,527.
AA# A4010 4021.103-000 Public Health-COVID, Overtime.....	154.
AA# A4010 4053.101-000 Public Health-Early Intervention, FT Salaries.....	17,288.
AA# A4010 4053.103-000 Public Health-Early Intervention, Overtime .....	400.
AA# A4010 4062.101-000 Public Health-Lead Screening, Salaries.....	17,671.
AA# A4010 4062.103-000 Public Health-Lead Screening, Overtime .....	653.
AA# A4010 4220.103-000 Public Health-DOJ/IIR-OD Map Grant, Overtime .....	9,250.
AA# A5610 5610.101-000 Department of Aviation, FT Salaries .....	102,558.
AA# A5610 5610.103-000 Department of Aviation, Overtime .....	23,204.
AA# A5610 5610.109-000 Department of Aviation, Salaries-Other .....	26,837.
AA# A6010 6010.102-000 Social Services Administration, Temporary Help .....	16,337.
AA# A6010 6010.103-000 Social Services Administration, Overtime.....	79,893.
AA# A6010 6011.102-000 Children & Adults services, PT Salaries.....	9,038.
AA# A6010 6011.103-000 Children & Adults services, Overtime.....	119,502.
AA# A6010 6012.101-000 Temporary Assistance, FT Salaries .....	8,003.
AA# A6010 6012.103-000 Temporary Assistance, Overtime.....	184,718.
AA# A6010 6013.103-000 Medicaid Administration, Overtime .....	106,392.
AA# A6010 6014.102-000 Employment Programs, PT Salaries .....	10,976.
AA# A6010 6015.101-000 Home Energy Assistance Program, FT Salaries .....	224,600.

**Board of Legislators**

**April 10, 2024**

**Page 3**

AA# A6010 6015.102-000 Home Energy Assistance Program, PT Salaries .....	25,221.
AA# A6010 6015.103-000 Home Energy Assistance Program, Overtime .....	12,457.
AA# A6010 6019.101-000 Day Care Activities, FT Salaries .....	19,212.
AA# A6510 6510.103-000 Veterans Service Agency, Overtime.....	186.
AA# A6510 6510.109-000 Veterans Service Agency, Salaries-Other.....	829.
AA# A6610 6610.101-000 Purchasing Weights & Measures, Salaries .....	51,380.
AA# A6772 6772.103-000 Office for the Aging, Overtime.....	2,736.
AA# A6772 6772.109-000 Office for the Aging, Other Salaries.....	3,464.
AA# A6772 6773.101-000 Office for the Aging-Senior Nutrition, FT Salaries.....	4,416.
AA# A6772 6773.103-000 Office for the Aging-Senior Nutrition, Overtime .....	8,566.
AA# A6772 6774.103-000 Office for Continuing Care, Overtime.....	25,986.
AA# A7310 7310.101-000 Youth Bureau, FT Salaries.....	3,669.
AA# A7310 7310.102-000 Youth Bureau, PT Salaries.....	1,328.
AA# A7310 7310.109-000 Youth Bureau, Other Salaries .....	1,232.
AA# A8020 8020.101-000 Planning, Salaries.....	246,281.
AA# A8020 8020.103-000 Planning, Overtime .....	<u>1,163.</u>
"A" Fund Total: \$	9,567,847.

AA# D5010 5010.103-000 Highway & Bridges Administration, Overtime.....	14,753.
AA# D5020 5020.103-000 Engineering, Overtime.....	1,664.
AA# D5010 5110.101-000 Maintenance of Highway & Bridges Administration, Sal.	151,691.
AA# D5142 5142.109-000 Snow Removal-County, Other Salaries .....	<u>7,219.</u>
"D" Fund Total: \$	175,327.

AA# G8100 8130.102-000 W.P.C. - Sewage Treatment, Temp Help.....	1,359.
AA# G8100 8140.101-000 W.P.C. - Industrial Program, Salaries.....	<u>11,687.</u>
"G" Fund Total: \$	13,046.

AA# J6300 6293.102-000 Summer Youth Employment Program, PT Salaries .....	\$ 8,466.
AA# J6300 6300.101-000 Workforce Development Administration, PT Salaries .....	33,337.
AA# J6300 6300.102-000 Workforce Development Administration, FT Salaries .....	9,005.
AA# J6300 6300.109-000 Workforce Development Administration, Other Salaries ...	22,335.
AA# J6300 6303.101-000 Workforce Development Administration, Salaries .....	96.
AA# J6300 6303.103-000 Workforce Development Administration, Overtime.....	<u>1,003.</u>
"J" Fund Total: \$	74,242.

**FROM:**

AA# A3110 3120.101-000 Sheriff-Law Enforcement, Salaries.....	1,477,182.
AA# A3110 3121.101-000 Sheriff-Special Patrol Officers, Salaries .....	2,729,273.
AA# A3140 3140.101-000 Probation-Office of Probation, Salaries.....	232,553.
AA# A3140 3142.101-000 Probation-PINS, Salaries .....	173,891.
AA# A3110 3150.101-000 Sheriff-Jail Inmates, Salaries .....	2,013,045.
AA# A4010 4015.101-000 Public Health- Lead Screening, Salaries.....	271,208.

**Board of Legislators**

**April 10, 2024**

**Page 4**

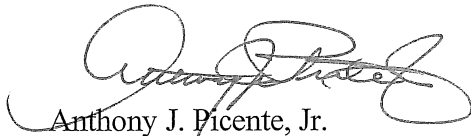
AA# A4010 4021.101-000 Public Health-Community Wellness, Salaries.....	202,119.
AA# A6010 6010.101-000 DSS-Administration, Salaries.....	1,144,640.
AA# A6010 6011.101-000 DSS-Children & Adults Services, Salaries.....	<u>1,323,936.</u>
"A" Fund Total: \$	9,567,847.

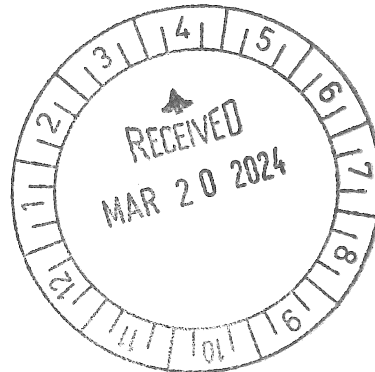
AA# D5020 5020.101 - Engineering, FT Salaries.....	\$ <u>175,327.</u>
"D" Fund Total: \$	175,327.

AA# G8100 8120.103 - W.P.C.-Sanitary Sewers, FT Salaries.....	\$ <u>13,046.</u>
"G" Fund Total: \$	13,046.

AA# J6298.102 - Workforce Development Youth Employment, PT Salaries.....	\$ <u>74,242.</u>
"J" Fund Total: \$	74,242.

Respectfully submitted,

  
Anthony J. Picente, Jr.  
Oneida County Executive



CC:County Attorney  
Comptroller  
Budget Director





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

March 14, 2024

Gerald Fiorini, Chairman  
Board of Legislators  
Oneida County  
800 Park Avenue  
Utica, NY 13501

FN 20 24-159

WAYS & MEANS

Dear Chairman:

On March 13, 2024, the Board of Legislators approved Resolution number 95 which approved the transfer of \$11,103,900.00 to the Capital Fund. As result of this resolutions approval, it is necessary to amend Capital Project H-GIT – 010, IT – Countywide Computer Phase III.

I therefore request your Board’s approval to amend **Capital Project H-GIT 010 19972 – Capital Outlay – IT Countywide Computer Phase III:**

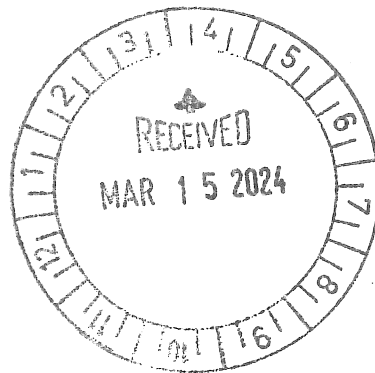
	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Trans from General GIT 010-5031-000	\$ 1,057,000.00	\$ 2,170,000.00	\$ 3,227,000.00
Bonding GIT 010-5710-	\$10,340,076.00	00.00	\$10,340,076.00
Totals	<u>\$11,397,076.00</u>	<u>\$ 2,170,000.00</u>	<u>\$13,567,076.00</u>

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.  
County Executive

CC: Comptroller  
County Attorney  
IT Director





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

March 4, 2024

FN 20 24-160

Gerald Fiorini, Chairman  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

WAYS & MEANS

Dear Chairman:

On February 14, 2024, the Legislators passed Resolution #076, which approved the Sheriff's Office grant from the New York State Division of Homeland Security and Emergency Services in the amount of \$79,136.00. This grant will cover the time period of September 1, 2023, through August 31, 2026. The grant will be used to fund the purchasing of mobile data terminals, automatic vehicle location software, wireless data fees and related items. There is no County Cost to this grant.

I, therefore, request the establishment of a capital project and request your Board's approval of the following:

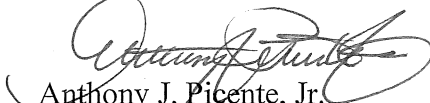
A.) Establishment of **Capital Project H - SHF – 128.31102 2023 SLETPP Grant**

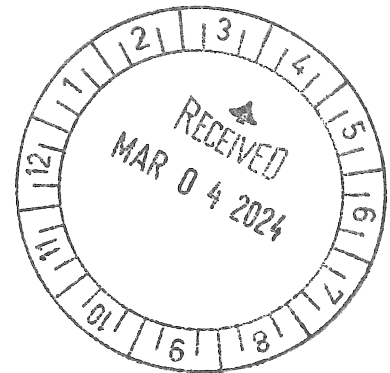
B.) Funding for the capital Project **H - SHF - 128** is as follows:

**H – SHF – 128 – 4397 Federal Aid .....\$ 79,136.00**

Thank you for your kind attention to this request.

Very truly yours,

  
Anthony J. Picente, Jr.  
County Executive



CC: Comptroller  
County Attorney  
Budget  
Sheriff

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO. 076**

**INTRODUCED BY: Messrs. Idzi, Flisnik**

**2ND BY: Mr. Joseph**

**RE: APPROVAL OF A GRANT AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH ITS SHERIFF'S OFFICE, AND NEW YORK STATE, THROUGH ITS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

**WHEREAS,** This Board is in receipt of a Grant Agreement between Oneida County, through its Sheriff's Office, and New York State, through its Division of Homeland Security and Emergency Services, in the sum of \$79,136.00, to be used to purchase mobile data equipment and vehicle location software to prevent terrorist attacks and protect the people of Oneida County, its critical infrastructure and key resources to prepare for, respond to and recover from terrorist attacks, and

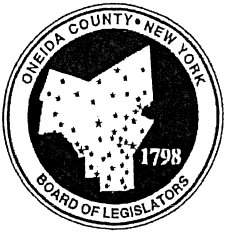
**WHEREAS,** In accordance with Oneida County Charter Section 2202, said Grant Agreement must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

**RESOLVED,** That Oneida County Executive, Anthony J. Picente, Jr., is hereby authorized to execute any and all documents related to a Grant Agreement between Oneida County, through its Sheriff's Office, and New York State, through its Division of Homeland Security and Emergency Services, in the sum of \$79,136.00, for a term commencing September 1, 2023 and ending August 31, 2026, including any renewals or non-material amendments.

APPROVED:            Public Safety Committee            (February 8, 2024)  
                                     Ways & Means Committee            (February 14, 2024)

DATED: February 14, 2024

Adopted by the following vote:  
AYES 21    NAYS 0    ABSENT 2 (Messrs. Davis, Newton)



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 315-798-5900 ♦ Home Phone: 315-337-9045*

February 23, 2024

FN 20 24-161

VIA HAND DELIVERY

Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

WAYS & MEANS

Re: Local law Extending the Youth Deer Hunting Program

Dear Legislators,

In 2021, the State of New York enacted legislation adding a new section to the Environmental Conservation Law, Section 11-0935, allowing counties to adopt local laws authorizing participation in a pilot deer hunting program open to youths aged twelve or thirteen years. Thereafter, the County adopted Local Law No. 1 of 2021, authorizing participation in the pilot youth deer hunting program within the County. Youth hunters must, among other requirements, hold licenses and tags issued by the Department of Environmental Conservation and remain accompanied by a parent, legal guardian, or designated adult.

The State law was set to expire on December 31, 2023, and so, Local Law No. 1 of 2021 authorized the pilot youth deer hunting program through such date. However, the State of New York has enacted legislation extending the program through December 31, 2025, and may further extend the program in future years.

Hunting is a valued tradition in many families, and Local Law No. 1 of 2021 has allowed it to be shared with a new generation. The youth deer hunting program has taught young people safe, responsible, and ethical hunting practices, given them a rewarding experience, provided quality food to families, and contributed to important deer management practices.

Consequently, it is my hope that this Board will adopt a local law to extend participation in the youth deer hunting program within the County to such time as Environment Conservation Law Section 11-0935 may expire, if ever. In so doing, the County of Oneida will ensure that a new generation will continue to participate in this important tradition.

Respectfully,

Gerald J. Fiorini  
Chairman of the Board

*INTRODUCTORY*  
2024-\_\_\_\_  
NO.

*F.N.*

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY:*  
*2ND BY:*

**LOCAL LAW INTRO. “\_\_” OF 2024**  
**LOCAL LAW NO. \_\_ OF 2024**

### **A LOCAL LAW EXTENDING THE YOUTH DEER HUNTING PROGRAM**

BE IT ENACED BY THE BOARD OF COUNTY LEGISLATORS OF THE COUNTY OF ONEIDA, STATE OF NEW YORK, AS FOLLOWS:

#### **SECTION 1. PURPOSE AND INTENT.**

In 2021, the State of New York enacted legislation adding a new section to the Environmental Conservation Law, Section 11-0935 (“ECL § 11-0935”), allowing counties to adopt local laws authorizing participation in a pilot deer hunting program open to youths aged twelve or thirteen years. Thereafter, the County of Oneida adopted Local Law No. 1 of 2021, authorizing participation in the pilot youth deer hunting program within the County. Youth hunters must, among other requirements, hold licenses and tags issued by the Department of Environmental Conservation and remain accompanied by a parent, legal guardian, or designated adult.

ECL § 11-0935 was set to expire on December 31, 2023, and so, Local Law No. 1 of 2021 authorized the pilot youth deer hunting program through December 31, 2023. However, the State of New York has enacted legislation extending ECL § 11-0935 through December 31, 2025, and may further extend the program in future years.

Hunting is a valued tradition in many families, and Local Law No. 1 of 2021 has allowed it to be shared with a new generation. The youth deer hunting program has taught young people safe, responsible, and ethical hunting practices, given them a rewarding experience, provided quality food to families, and contributed to important deer management practices.

The purpose of this Local Law is to extend participation in the youth deer hunting program within the County of Oneida to such time as ECL § 11-0935 may expire, if ever. In so doing, the County of Oneida will ensure that a new generation will continue to participate in this important tradition.

**SECTION 2. AUTHORITY.**

The Board of County Legislators adopts this Local Law under the authority granted by Article IX of the New York State Constitution, New York Municipal Home Rule Law Section 10, ECL § 11-0935; and Oneida County Charter Section 202(b).

**SECTION 3. AMENDMENT TO LOCAL LAW NO. 1 OF 2021.**

Section 4 of Local Law No. 1 of 2021 is amended by the deletion of all matters that are in parenthesis and stricken, and the addition of all matters in bold and underlined font, as set forth below:

“Pursuant to Environmental Conservation Law, ECL § 11-0935, Oneida County elects to participate in the ~~(temporary)~~ program to allow for Minors to hunt deer with a firearm, to include rifles, shotguns, and muzzle-loading firearms or crossbows through ~~(December 31, 2023)~~ **such time as ECL § 11-0935 shall expire and be deemed repealed.**”

**SECTION 4. SEVERABILITY.**

If any clause, sentence, paragraph, subdivision, section, or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not effect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this Local Law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**SECTION 5. EFFECTIVE DATE.**

This Local Law shall take effect immediately upon filing with the Secretary of State in accordance with Sections 20, 21 and 27 of the Municipal Home Rule Law. The Clerk of the Board of Legislators shall thereupon notify the Department of Environmental Conservation of this Local Law in accordance with ECL § 11-0935(2).

APPROVED:                      Ways & Means Committee

DATED:

Adopted by the following vote:

AYES NAYS ABSENT

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife

625 Broadway, 5th Floor, Albany, NY 12233-4750

P: (518) 402-8924 | F: (518) 402-8925

www.dec.ny.gov

February 22, 2024

Dear Clerks of County Legislative Boards:

I contacted you in May 2023 to inform you about the continuation of the pilot program for 12- and 13-year-old deer hunters included in the 2023-24 New York State budget. With county legislative sessions commencing, I want to remind you of this issue in case there is action your county legislature needs to take to continue to offer this opportunity to young people in your area in Fall 2024.

As you recall, in 2021 New York State adopted a law that allows hunters aged 12-13 to hunt deer with the firearm or crossbow under the supervision of an experienced adult hunter in upstate counties that pass a local law opting-in to this opportunity. Specifically, the law (Environmental Conservation Law Section 11-0935):

- allows 12-13-year-old licensed hunters to hunt deer with a rifle, shotgun, or muzzleloading firearm in areas where and during the hunting seasons in which such firearms may be used.
- allows 12-13-year-old licensed hunters to hunt deer with a crossbow during the times when other hunters may use crossbows.
- maintains existing youth hunting safety requirements including:
  - supervision by an experienced and licensed adult hunter who always maintains physical control over the youth hunter,
  - requires the youth hunter and adult mentor wear fluorescent orange or pink clothing, and
  - requires both the youth hunter and adult mentor to remain at ground level while hunting deer with a crossbow, rifle, shotgun, or muzzleloader.

The amended law enacted in 2023 extended the pilot program for upstate counties through December 31, 2025. If your county adopted a local law in 2021 that mirrored the original State law with a sunset of December 31, 2023, the county legislature will need to either amend its existing law or adopt a new law to allow young hunters to participate in Fall 2024 and beyond. We encourage you to determine whether such a change is needed in your county and begin to take proactive action so we can communicate this information to the hunting public well in advance of the Fall 2024 season.

Over 8,000 young hunters and their mentors across 52 counties have participated in this opportunity with great success and safety each year and we are happy to see it continue. Thank you for your ongoing partnership with the New York



**S4008-C BUDGET** Same as Uni. A 3008-C Budget

Budget Article VII (Internal # 9 - 2023)

Budget Bills

TITLE....(TED) Enacts into law major components of legislation necessary to implement the state transportation, economic development and environmental conservation budget for the 2023-2024 state fiscal year

**This bill is not active in the current session.**

02/01/23 REFERRED TO FINANCE  
 03/06/23 AMEND (T) AND RECOMMIT TO FINANCE  
 03/06/23 PRINT NUMBER 4008A  
 03/14/23 AMEND (T) AND RECOMMIT TO FINANCE  
 03/14/23 PRINT NUMBER 4008B  
 05/01/23 AMEND (T) AND RECOMMIT TO FINANCE  
 05/01/23 PRINT NUMBER 4008C  
 05/02/23 ORDERED TO THIRD READING CAL.719  
 05/02/23 MESSAGE OF NECESSITY - 3 DAY MESSAGE  
 05/02/23 PASSED SENATE  
 05/02/23 DELIVERED TO ASSEMBLY  
 05/02/23 referred to ways and means  
 05/02/23 substituted for a3008c  
 05/02/23 ordered to third reading rules cal.132  
 05/02/23 message of necessity - 3 day message  
 05/02/23 passed assembly  
 05/02/23 returned to senate  
 05/02/23 DELIVERED TO GOVERNOR  
 05/03/23 SIGNED CHAP.58

**BUDGET BILL**

Amd Various Laws, generally

Enacts into law major components of legislation necessary to implement the state transportation, economic development and environmental conservation budget for the 2023-2024 state fiscal year; extends provisions of law relating to certain tax increment financing provisions; relates to contracts entered into by the metropolitan commuter transportation district; extends certain metropolitan transportation authority procurement provisions; relates to contracts for procurement for the New York city transit authority (Part C); relates to funding for the Metropolitan Transportation Authority 2020-2024 capital program and paratransit operating expenses (Part D); extends provisions related to the resolution of labor disputes (Part G); extends certain provisions relating to motor vehicles equipped with autonomous vehicle technology (Part J); changes retention percentage of certain motor vehicle related fees collected by county clerks (Part M); increases the metropolitan commuter transportation mobility tax rate for certain employers and individuals (Part Q); provides for the disposition of money from certain gaming activity (Part R); extends provisions of the New York state health insurance continuation assistance demonstration project (Part U); provides for the ability to exempt individuals with disabilities from certain in person meeting participation requirements (Part X); requires the dormitory authority to submit an annual report on the pilot program for the procurement of goods or services from, or for the construction, reconstruction, rehabilitation or improvement of facilities by small businesses and minority-owned and women-owned business enterprises, that shall include a description of such procurement; extends the effectiveness of certain provisions relating thereto (Part BB); establishes a matching grant program for certain small businesses receiving funding under the federal small business innovation research program or the small business technology transfer program (Part DD); provides for a Battery Park city authority bond cap increase (Part EE); increases amounts of the linked loans in the excelsior linked deposit program (Part FF); extends the authority of the New York state urban development corporation act to make loans (Part GG); extends the authority of the New York state urban development corporation to administer the empire state economic development fund (Part JJ); extends the authority of the dormitory authority to enter into certain design and construction management agreements (Part LL); provides for an increase in fees collected from residents and non-residents registering snowmobiles (Part MM);



relates to purchase contracts for New York State grown, harvested, or produced food and food products (Part OO); extends provisions of the youth deer hunting program (Part RR); relates to pesticide registration timetables and fees (Part SS); enacts the "Suffolk county water quality restoration act" (Part TT); provides a period of probable usefulness of 30 years for lead service line replacement programs as a capital asset (Part UU); authorizes utility and cable television assessments that provide funds to the department of health from cable television assessment revenues and to the department of agriculture and markets, department of environmental conservation, department of state, and the office of parks, recreation and historic preservation from utility assessment revenues (Part VV); provides for expenditures of moneys by the New York state energy research and development authority (Part ZZ); provides that the commissioner of motor vehicles may issue or renew any certificate of registration issued to a franchisor, manufacturer, distributor, distributor branch or factory branch, or to any subsidiary, affiliate or controlled entity thereof, provided that such certificate shall be issued exclusively for the sale of buses where the purchaser is a public transportation provider (Part BBB); relates to requirements of the transportation authority regarding publishing information on its capital program dashboard website for projects related to accessibility or resiliency, and to requirements of the metropolitan transportation authority regarding publishing certain financial reports on its website (Part CCC); establishes the New York youth jobs connector program to connect unemployed and underemployed individuals between the ages of sixteen and twenty-four with targeted educational, occupational, and training services; and requiring reporting from the office of strategic workforce development (Part DDD); relates to the waterfront commission of New York harbor (Part EEE); recommissions a statewide disparity study regarding the participation of minority and women-owned business enterprises in state contracts (Part FFF); establishes a small business and entrepreneurs grant program (Part GGG); expands eligibility to the site preparation credit component of the brownfield redevelopment tax credit (Part HHH); directs the state inspector general to appoint an independent monitor for the Orange county industrial development agency (Part III).

EFF. DATE 05/03/2023 (SEE TABLE)

Division of Budget

---

CHAP. 58

24

three hundred five of the education law as added by chapter two of the laws of two thousand two; ensure that the prices paid by a district or board of cooperative educational services for any items so purchased do not exceed the prices of comparable local farm products that are available to districts through their usual purchases of such items; ensure that all producers and growers who desire to sell to school districts or boards of cooperative educational services can readily access information in accordance with the farm-to-school law; include provisions for situations when more than one producer or grower seeks to sell the same product to a district or board of cooperative educational services to ensure that all such producers or growers have an equitable opportunity to do so in a manner similar to the usual purchasing practices of such districts or boards of cooperative educational services; ~~[develop guidelines for approval of purchases of items from associations of more than ten growers and producers;]~~ and, to the maximum extent practicable, minimize additional paperwork, recordkeeping and other similar requirements on both growers and producers and school districts.

§ 2. Subdivision 10 of section 103 of the general municipal law, as added by chapter 848 of the laws of 1983, is amended to read as follows:

10. Notwithstanding the foregoing provisions of this section to the contrary, a board of education may, on behalf of its school district, separately purchase milk produced in New York State, directly from licensed milk processors ~~[employing less than forty people]~~ pursuant to the provisions of this subdivision. The amount that may be expended by a school district in any fiscal year pursuant to this section shall not exceed an amount equal to twenty-five cents multiplied by the total number of days in the school year multiplied by the total enrollment of such school district. All purchases made pursuant to this subdivision shall be administered pursuant to regulations promulgated by the commissioner of education. The regulations promulgated by the commissioner of education shall ensure that the prices paid by a school district for items purchased pursuant to this subdivision do not exceed the market value of such items and that all licensed processors who desire to sell to a school district pursuant to this subdivision have equal opportunities to do so.

§ 3. This act shall take effect immediately.

PART PP

Intentionally Omitted

PART QQ

Intentionally Omitted

PART RR

Section 1. The section heading of section 11-0935 of the environmental conservation law, as added by section 1 of part ZZ of chapter 55 of the laws of 2021, is amended to read as follows:

Deer hunting ~~[pilot]~~ program.

§ 2. Section 2 of part ZZ of chapter 55 of the laws of 2021 amending the environmental conservation law relating to establishing a deer hunting pilot program is amended to read as follows:

§ 2. This act shall take effect June 1, 2021 and shall expire and be deemed repealed December 31, ~~[2023]~~ **2025**.

§ 3. This act shall take effect immediately; provided, however that the amendments to section 11-0935 of the environmental conservation law made by section one of this act shall not affect the repeal of such section and shall be deemed repealed therewith.

#### PART SS

Section 1. Section 33-0705 of the environmental conservation law, as amended by section 1 of item NN of subpart B of part XXX of chapter 58 of the laws of 2020, is amended to read as follows:

§ 33-0705. Fee for registration.

The applicant for registration shall pay a fee as follows:

a. ~~[On or before July 1, 2023, six]~~ **Six** hundred dollars for each pesticide proposed to be registered, provided that the applicant has submitted to the department proof in the form of a federal income tax return for the previous year showing gross annual sales, for federal income tax purposes, of three million five hundred thousand dollars or less; **and**

b. ~~[On or before July 1, 2023, for]~~ **For** all others, six hundred twenty dollars for each pesticide proposed to be registered[;]

~~c. After July 1, 2023, fifty dollars for each pesticide proposed to be registered].~~

§ 2. Section 9 of chapter 67 of the laws of 1992, amending the environmental conservation law relating to pesticide product registration timetables and fees, as amended by section 2 of item NN of subpart B of part XXX of chapter 58 of the laws of 2020, is amended to read as follows:

§ 9. This act shall take effect April 1, 1992 provided, however, that section three of this act shall take effect July 1, 1993 ~~[and shall expire and be deemed repealed on July 1, 2023]~~.

§ 3. This act shall take effect July 1, 2023.

#### PART TT

Section 1. Short title. This act shall be known and may be cited as the "Suffolk county water quality restoration act".

§ 2. Legislative intent. The county of Suffolk ("county"), with a population of one million five hundred thousand persons, has in excess of three hundred eighty thousand existing onsite wastewater disposal systems, comprised mostly of cesspools and septic systems, with two hundred nine thousand of these onsite systems in environmentally sensitive areas which could benefit from nitrogen-reducing technologies. The United States Environmental Protection Agency recognizes Long Island as having a sole source aquifer system for its drinking water supply. Suffolk county has an imminent need to preserve this valuable water resource by reducing the amount of nitrogen discharged into the groundwater by onsite systems. The full water cycle is impacted by increasing quantities of nutrients, pathogens, pesticides, volatile organic contaminants and saltwater intrusion, as well as a number of emerging threats such as prescription drugs and sea level rise.

The Suffolk county subwatersheds wastewater plan ("SWP"), certified by the department of environmental conservation as a Nine Elements Watershed (9E) plan, has documented the devastating effects of high

Anthony J. Picente, Jr  
Oneida County Executive



Charles P. Klein  
Commissioner of Personnel

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

March 19, 2024

FN 20 27162

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

I received a request from Ashlee L. Thompson, Oneida County Commissioner of Mental Health requesting the reallocation of the title Deputy Commissioner of Mental Health.

The current allocation of Deputy Commissioner of Mental Health is Grade 37M, with a starting salary of \$71,306. This title has not been in use since 2002 and needs to be brought in line with other Deputy Commissioner titles. As mentioned in Commissioner Thompson's request, the need for this role is essential. We ask that the Deputy Commissioner of Mental Health be reallocated to Grade 45M, with a starting salary of \$96,249.

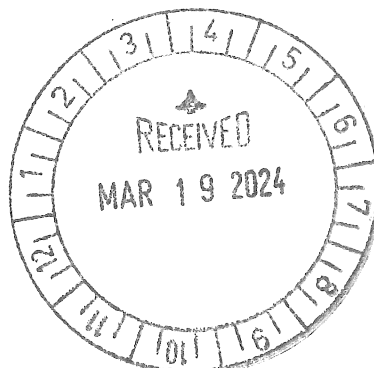
If you concur with this request, please forward this request to the Board of Legislators for consideration at their next meeting.

Sincerely,

Charles P. Klein  
Commissioner of Personnel

Attachments

Copy: Commissioner of Mental Health  
County Attorney  
Budget



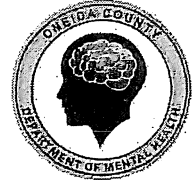
Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 3-19-24



# ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH



ANTHONY J. PICENTE, JR.  
*County Executive*

ASHLEE L. THOMPSON  
*Commissioner*  
*Director of Community Services*

March 1, 2024

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 24-163

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear County Executive Picente,

On behalf of the Oneida County Department of Mental Health (OCDMH), I am forwarding for your review and approval, an award for **Helio Health** regarding the **Oneida County Opioid Response Funds RFP**. This RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. OCDMH's goal for this RFP was to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research. The funds for this OCDMH RFP were allocated by the NYS Office of Addiction Services and Supports (OASAS) directly to OCDMH pursuant to the terms of the New York Opioid Settlement Sharing Agreement and the authorizing statutes Mental Hygiene Law §25.18 and State Finance Law §99-nn which set forth permissible uses for New York Opioid Settlement funds. OCDMH allocated \$1,000,000.00 of the New York Opioid Settlement funds it received in 2023 towards this RFP and received around \$1.4 million dollars in proposals from several different agencies.

Helio Health responded to this RFP with a project titled *Oneida County Treatment Expansion Project*. Leveraging their designation as a demonstration Certified Community Behavioral Health Clinic (CCBHC), Helio Health is proposing to expand CCBHC services to target rural regions of Oneida County. Specifically, Helio Health will offer full time SUD and dually diagnosed SUD/MH clinic services in Camden, Medication-Assisted Treatment (MAT) via telehealth and full-time Peer Support Services. The proposals and budget for Helio Health has been conditionally approved by OCDMH and the Technical Review Committee. A total of **\$183,955.50** will be distributed to Helio Health with contract terms from April 1, 2024 through March 31, 2024.

If these proposals meet your approval, please forward them to the Board of Legislators for further consideration. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you may have with regard to these proposals.

Sincerely,

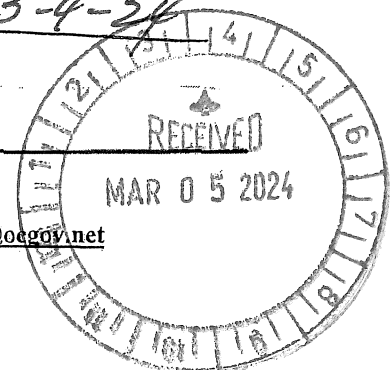
*Ashlee Thompson*

Ashlee L. Thompson, MHA, MSEd., Master CASAC  
Commissioner of Mental Health & Director of Community Services

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*  
County Executive

Date 3-4-24



Oneida Co. Department: Mental Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Helio Health, Inc.  
555 East Genesee Street  
Syracuse, NY 13202

**Title of Activity or Service:** Oneida County Opioid Response Funds RFP

**Proposed Dates of Operation:** April 1, 2024-March 31, 2025

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The Oneida County Opioid Response RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. It seeks to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research.
- 2) **Program/Service Objectives and Outcomes:** *Oneida County Rural Treatment Expansion.* The overarching Project Goals of this project is to establish a satellite clinic with in-community and clinic services to bring substance use prevention and treatment services to targeted rural regions of Oneida County, addressing access issues experienced by rural communities. Through this agreement, the Department and Helio Health, Inc. seek to: 1) establish a full-time licensed clinician at the Camden location to provide treatment to individuals with SUD and co-occurring SUD/MH disorders; 2) Provide access to MAT services through telehealth with Helio Health, Inc. providers; 3) Create in-community peer services; 4) Increase access and awareness of harm-reduction interventions; 5) Provide transportation for individuals needing to access critical treatment services; and 6) Through community stakeholders, identify opportunities to create access points throughout the targeted region.
- 3) **Program Design and Staffing:** Leveraging its designation as a demonstration Certified Community Behavioral Health Clinic (CCBHC), Helio Health, Inc. is proposing to expand CCBHC services to target rural regions of Oneida County. Specifically, Helio Health, Inc. will offer full time SUD and dually diagnosed

SUD/MH clinic services in Camden, Medication-Assisted Treatment (MAT) via telehealth and full-time Peer Support Services.

**Total Funding Requested:** \$183,955.50

**Account #** A 4310 4310.495-180

**Oneida County Dept. Funding Recommendation:**

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% NYS OASAS Opioid Settlement Fund

**Cost Per Client Served:** (N/A)

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:**

**Mandated Service:** The County has received funds from the NYS OASAS Opioid Settlement Fund which must be used in accordance with the New York Opioid Settlement Agreement and Mental Hygiene Law §25.18 and State Finance Law §nn-99.

# AGREEMENT

**THIS AGREEMENT** is by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, hereinafter collectively referred to as the “County,” and **Helio Health, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 555 East Genesee Street, Syracuse, New York 13202, hereinafter referred to as the “Provider Agency.”

## WITNESSETH

**WHEREAS**, the New York State Office of Addiction Services and Supports (OASAS) has received New York State Opioid Settlement Fund (OSF) monies which are required to be distributed in accordance with New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide opioid settlement agreements; and

**WHEREAS**, the Oneida County Department of Mental Health (OCDMH) issued a Request for Proposals (RFP) inviting provider agencies in the community to propose projects that improve the system of behavioral health service integration to reduce the impacts of the opioid crisis, and whose priority areas include harm reduction, treatment investments, priority populations, housing, recovery, prevention, transportation, public awareness, and research; and

**WHEREAS**, the Provider Agency submitted a proposal titled Oneida County Rural Treatment Expansion for project funding meeting the goals of the OCDMH RFP and adhering to the requirements of New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide opioid settlement agreements; and

**WHEREAS**, the OCDMH and the Technical Review Committee, consisting of some members from the Community Services Board (CSB), have reviewed and approved the project proposed by the Provider Agency; and

**NOW THEREFORE**, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. **TERM:** The initial term of this Agreement shall be from April 1, 2024 through March 31, 2025, or until terminated according to the termination requirements contained within this Agreement.
2. **SCOPE OF SERVICES:** The Provider Agency shall provide the following services pursuant to its responses to the Oneida County Opioid Response RFP.
  - 2.1. **Develop a Satellite CCBHC Clinic:** The Provider Agency shall submit a request to New York State requesting establishment of a satellite Certified Community Behavioral Health Clinic (CCBHC) at the Camden Life Center building in Camden, NY. Services shall also be offered to other areas of rural Oneida County where applicable and through telehealth technology. Such designation shall assist the



Provider Agency in long-term sustainability through billable services. CCBHCs are required to serve anyone who requests care for mental health or substance use, regardless of their ability to pay, place of residence, or age. The Provider Agency's Senior Vice President of the Mohawk Valley shall be responsible for the overall compliance with CCHBC services and for the regular operations of the satellite clinic. The satellite CCBHC clinic shall include:

2.2. **Behavioral Health Treatment:** The Provider Agency shall support the treatment of Opioid Use Disorder and any co-occurring substance use disorder/mental health conditions at the satellite clinic through evidence based, evidenced-informed programs and strategies, through the establishment of:

a. **Therapy Treatment Services:** The Provider Agency shall employ a full-time licensed clinician to provide substance use and dual diagnoses treatment services through the satellite clinic, as well as facilitating telehealth encounters. These services shall be provided full-time, Monday through Friday 8:00 am to 4:30 pm. Services shall include, but are not limited to, screening, assessment, diagnosis, person-centered treatment planning, and outpatient substance use and dual diagnosed individual and family services. The clinician shall be supervised by the Clinic Director of Insights of the Provider Agency. The clinician shall document all services and contacts with the individuals on their case load, consistent with the Provider Agency and OASAS best practices. The clinician shall carry a caseload of approximately 50 individuals, averaging 30 therapy sessions a week. The clinician shall utilize multiple evidence-based screening tools including:

- i. Alcohol & Substance Use: Alcohol Use Disorders Identification Test, Modified Simple Screening Instrument for Substance Abuse;
- ii. Health & Wellness: Nicotine; Patient Health Questionnaire;
- iii. Mental Health & Wellness: General Anxiety Disorder -7, Columbia-Suicide Severity Rating Scale, Suicide Assessment Five-Step Evaluation & Triage; and
- iv. Social Determinants of Health: Daily Living Activities -20.

b. **Medication Assisted Treatment (MAT):** The Provider Agency shall offer MAT through the satellite clinic via telehealth to link Oneida County's rural residents to one of the Provider Agency's licensed prescribers. Individuals desiring MAT services shall be able to fully engage with a highly trained, qualified and licensed prescriber who shall meet with the individuals utilizing telehealth technology that shall be established at the CCBHC and throughout the community in connection with Peer Support Services. Additionally, to support access to individuals in the most rural parts of Oneida County, the Peer shall have the necessary equipment allowing for

MAT services in areas such as Boonville, NY and Holland Patent, NY. The clinician shall document all services and contacts with the individuals on their case load, consistent with the Provider Agency and OASAS best practices.

- c. **Peer Support Services:** Provider Agency shall employ a full-time Peer Advocate who shall deploy such Peer Advocate's lived experience to promote skills for coping with and managing behavioral health symptoms under recovery-oriented principles. The full-time Peer Advocate shall provide Peer Support Services in the community, using trauma-informed, non-clinical assistance to achieve long-term recovery from a behavioral health disorder. Peer based services assist individuals in initiating recovery, maintaining recovery, and enhancing the quality of personal and family life in long-term recovery. The Peer Advocate shall be supervised by the Clinic Director of Insights of the Provider Agency. The schedule for the Peer Advocate shall be flexible to best support the needs of the community such as attending an evening town court session or transporting an individual to a residential level of care upon release from incarceration. The Peer Advocate shall document all services and contacts with the individuals on their case load, consistent with the Provider Agency and OASAS best practices.
  - i. **Coordination with Town/Village Courts:** The Peer Advocate shall connect with local town or village courts to develop a referral pathway for courts to refer individuals involved in the criminal justice process, so that they may be linked to treatment services.
- d. **Harm-Reduction:** The Provider Agency's full-time Peer Advocate shall provide training on the use of Narcan and provide harm reduction information and materials such as Naloxone, Fentanyl and Xylazine test strips.
- e. **Transportation:** The Provider Agency shall provide transportation to treatment (via the Peer Advocate), particularly when the individual needs to access inpatient or residential levels of care not immediately available in their area. The Peer Advocate shall assist individuals in developing skills to independent coordinate and/or access transportation. The Peer Advocate shall document all transportation that is provided, consistent with the Provider Agency's standard operating procedures.
- f. **Community Collaboration:** The Provider Agency shall engage and coordinate with local stakeholders to introduce expanded services, create referral pathways and establish communication between entities. Stakeholders may include law enforcement, fire departments, emergency medical services (EMS), pharmacies, town courts, and/or community congregation groups/sites (such as VFW's), voluntary fire departments, schools, and religious groups.

- i. **Oneida County Opioid Task Force (or associated name):** This project shall be part of the County’s overall strategy to address the growing opioid and substance use crisis. The CCBHC shall be a resource for organizations to refer individuals in the targeted area to accessible services.
  - g. **Community Awareness:** The Provider Agency shall produce informational materials detailing the expanded services and how to access them, and shall distribute them to residents, business owners and other stakeholders. In addition, the Peer shall attend local community awareness events where they may provide information, training, and materials.
- 2.3. **Develop Standard Operating Procedures:** The Provider Agency shall develop and maintain standard operating procedures (SOP) pursuant to all aspects of this Agreement. The Provider Agency shall update the SOP on a regular basis and emphasize the safety of both staff and community members.
  3. **COMPENSATION:** For the Services rendered pursuant to this Agreement, the County shall reimburse the Provider Agency a maximum of One Hundred Eighty-Three Thousand Nine Hundred Fifty-Five Dollars and Fifty Cents **(\$183,955.50)** during the term of this agreement.
  4. **FISCAL ADMINISTRATION:** Payment will be made after submission of a duly prepared Oneida County Voucher (“Voucher”) and a separate itemized invoice to OCDMH. Invoices submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the Voucher and shall identify the service line they are related to. Annexed hereto and made part hereof as Appendix B is the Provider Agency’s contract budget for the term of this Agreement which contains the service lines. Annexed hereto and made part hereof as Appendix C is the Voucher form to be used. Annexed hereto and made part hereof as Appendix D is the Invoice form to be used. The Voucher and Invoice forms shall coincide with the budget categories and descriptions in Appendix B. It is expressly understood that the County may not reimburse services that are not approved or listed in Appendix B.
    - 4.1. The Provider Agency shall ensure that all funds associated with this Agreement comply with the Approved Uses outlined through the guidance received from OASAS through the OSF, annexed hereto and made part hereof as Appendix E.
    - 4.2. The Provider Agency shall ensure that all funds associated with this Agreement do not supplant any funding their organization already receives, and rather supplements items to enhance their program.
    - 4.3. In the event that New York State or the County approves or makes changes to the funding amount that is listed in Appendix B, the Provider Agency, at the request of the County, shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for

costs not approved for reimbursements by the County or New York State or for changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

5. **REPORTING REQUIREMENTS:** The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (as outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.
  - 5.1. **Performance Reporting:** The Provider Agency agrees to develop, and submit to the County, on the last business day of the following month at the end of each quarter (e.g. January-March report due April 30<sup>th</sup>), a quarterly progress report containing relevant contract-related outcomes, impacts, de-identified success stories, and updates for that reporting period. After developing the performance report, the Provider Agency shall receive approval by the County. Such report is subject to changes at the discretion of the County. The Provider Agency shall also submit a yearly report on the overall outcomes and impacts of the project, which shall be shared publicly with the community.
  - 5.2. **Data Sharing:** The Provider Agency shall submit, at minimum quarterly or as specified otherwise, to the County data measures such as client enrollments; MAT telehealth service utilization; and coordination and dissemination of harm reduction education and materials.
6. **AOT:** The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by New York State and/or the County for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.
7. **AUDITING:** The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Provider Agency which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transactions. Provider Agency shall maintain all case records, all financial records, and all associated audit information for the minimum schedule as identified in the Retention and Disposition Schedule for New York Local Government Records (LGS-1) issued by the New York State Education Department. Provider Agency shall also make such information

available to the County in a format and at intervals to be determined, but, in any event, the records and information shall be available to the County upon request for audit purposes.

8. **MISCELLANEOUS:** The Provider Agency agrees to participate in the development and implementation of the Local Service Plan required by New York State Mental Hygiene Law Section 41.18, as well as other comprehensive planning processes for Oneida County – which may include the Oneida County Opioid Task Force or its associated entity, if requested and if appropriate. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
9. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County, State, or Federal requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent, or falsifies its records or reports, or if funds are found to be supplanting (duplicating) other Provider Agency funds, the County may terminate this Agreement effective immediately, or, at the County’s option, effective at a later date, after sending notice of such termination to the Provider Agency.
  - 9.1. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency’s compliance with the terms and conditions herein.
  - 9.2. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
10. **SEVERABILITY:** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such finding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
11. **CHOICE OF LAW:** The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the County of Oneida, State of New York.
12. **CONFIDENTIALITY:** The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any New York State or federal statute regulating such files. Information contained in these

files shall be released only in accordance with such laws and further, upon the written consent of the client being served or to the County as outlined below.

- 12.1. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
- 12.2. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
  - a. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County. This means, among other things, that:
    - i. The Provider Agency shall only access confidential information for which there is a need to know; and
    - ii. The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
    - iii. The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
  - b. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
  - c. The Provider Agency shall report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
  - d. The Provider Agency understands that the obligations under Section 12 of this Agreement will continue after termination of this Agreement and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
  - e. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing

services under this Agreement, the Provider Agency shall safeguard the confidentiality of all confidential information.

- f. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.

12.3. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information: “This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

13. **MANDATED REPORTING:** The Provider Agency and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Family and Community (Social) Services. The Provider Agency shall also notify the Commissioner of the OCDMH of any and all reports made to the Statewide Central Register.

14. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS:** To the fullest extent permitted by law, Provider Agency agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or

operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any equipment used by or furnished to Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

15. **INSURANCE:** The Provider Agency shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A-(excellent) rating by A. M. Best. Accepted proposals which do not require each of the following types of coverage, in the discretion of the County, may be permitted by the County to omit such type of coverage from the subsequent Agreement.

15.1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

- a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- b. Oneida County, and all other parties required of Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.
- c. Abuse and Molestation coverage must be included.

15.2. Professional Liability/Errors and Omissions Coverage, with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- a. Coverage for review of cases and resulting Professional assessment.
- b. Coverage for Abuse and Molestation.

15.3. Automobile Liability:

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.



- c. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

15.4. Commercial Umbrella

- a. Umbrella limits must be at least \$5,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

15.5. Workers' Compensation and Employers Liability.

- a. Statutory limits apply.

- 16. **CERTIFICATE OF INSURANCE:** Prior to the start of any work the Provider Agency shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement (listing the County of Oneida at its principal offices) that is part of the Provider Agency's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this agreement. Provider Agency shall provide proof of disability insurance, where applicable, prior to the execution of this agreement.
- 17. **WAIVER OF SUBROGATION:** Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.
- 18. **ASSIGNMENT:** Provider Agency is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Provider Agency's right, title, or interest in this agreement, or Provider Agency's power to execute this agreement, to any other person or entity without the previous consent in writing of the County.

19. **INDEPENDENT CONTRACTOR:**

19.1. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they shall conduct themselves in accordance with such status, that they shall neither hold themselves out as, nor claim to be officers, employees, agents, or servants of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.

19.2. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship, or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance workers' compensation, disability insurance or social security insurance (FICA). The Provider Agency shall indemnify and hold the County harmless from all loss liability incurred by the County as a result of the County not making such payments or withholdings.

19.3. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

20. **ACCOUNT REPRESENTATIVE:** Provider Agency shall appoint, by name, a company representative who shall be responsible for servicing this agreement. The representative shall be responsible to provide the services required to ensure that the account would be administered in an organized systematic manner.

21. **MEDIA & ADVERTISING:**

21.1. **Advertising Award:** The Provider Agency must receive written approval from the County before advertising the award of the contract or the services to be provided under this agreement. The Provider Agency agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

- 21.2. **Media:** The Provider Agency shall receive written approval from the County before utilizing the County seal and any other logo associated with the County. Final drafts of proposed media materials shall be submitted to the Department for consideration.
22. **EXTENSIONS AND AMENDMENTS:** In the event that the Provider Agency may require a budget extension or amendment to this Agreement, the Provider Agency shall express, in writing, why it is necessitated. The County shall provide a budget extension document(s) that Provider Agency shall complete in order for consideration of an amendment. It is expressly understood that any changes to this Agreement are at the sole discretion of the County.
23. **OWNERSHIP OF DOCUMENTS/WORK PRODUCT:** It is agreed that all finished or unfinished documents, data, or reports, prepared by Provider Agency under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
24. **APPROPRIATIONS:** This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
25. **GOVERNING LAW:** All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of laws. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Provider Agency consents to such jurisdiction.
26. **ENTIRE AGREEMENT:** It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof. Annexed hereto and made a part hereof as Appendix A (Standard Oneida County Contract Conditions), Appendix B (Provider Agency Budget), Appendix C (Oneida County Voucher), Appendix D (Oneida County Invoice), and Appendix E (Approved Uses) which are additional terms, covenants, and conditions that the respective parties agree to be bound by and follow as part of this Agreement.
27. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider Agency have signed this Agreement on the day and year first above written.

**COUNTY OF ONEIDA**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

By: Ashlee Thompson \_\_\_\_\_  
Ashlee L. Thompson Date  
Commissioner, Department of Mental Health

**HELIO HEALTH, INC.**

By: Kathleen Gaffney-Babb \_\_\_\_\_  
Kathleen Gaffney-Babb Date  
President & Chief Executive Officer

Approved

By: \_\_\_\_\_  
Ellen Rayhill, Esq.  
Assistant County Attorney

## ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;



- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## 5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;



request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida;  
and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
  
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

**2023 ONIDA COUNTY OPIOND RESPONSE REP  
APPROVED BUDGET**

APPLICANT NAME: HELIO HEALTH  
1 Year

PROPOSED BUDGET DURATION: \$ 183,955.50

LINE ITEM #	LINE ITEM EXPENSE	AGENCY OR PROVIDER NAME	#FTE	% FTE	BASE ANNUAL SALARY/ WAGE	% OF TOTAL GRANT	TOTAL AMOUNT ALLOCATED	CO-FUNDING SUPPORT AMOUNTS	DETAILS (DO NOT INCLUDE STATE RESPONSIBILITIES OR OTHER JUSTIFICATION)	SUSTAINABILITY PLAN POST AWARD
-------------	-------------------	-------------------------	------	-------	--------------------------	------------------	------------------------	----------------------------	--	--------------------------------

**SECTION 1 - PERSONNEL/LABOR**

1A	Licensed Clinician	Helio Health	1	60%	\$ 72,000.00	23%	\$ 43,200.00	\$ 28,800.00	Currently Helio Health has a licensed clinician providing limited services at the Camden clinic site 2 days a week. This project expands this position to full time providing direct care and facilitating MAT telehealth services. The remaining \$28,800 is paid by Helio Health.	Covered by billable services
1B	Peer Support Specialist	Helio Health	1	100%	\$ 49,680.00	27%	\$ 49,680.00	\$ -	This is a new full time position providing in-community services including facilitation of telehealth providing harm reduction training and supplies, increasing community awareness of services, etc. The Clinic Director for Inpatient of Helio Health, Johanna Barckel, will be responsible for already supervising the licensed clinician and Peer Support Specialists and their work. The remaining \$49,680 is paid by Helio Health.	Covered by billable services
1C	Clinic Director	Helio Health	1	1000%	\$ 76,960.00	4%	\$ 7,696.00	\$ 69,264.00	The Senior Vice President of the Adirondack Valley Region will be the executive responsible for operations at the satellite clinic in Camden. This position will ensure full compliance with CGBHC services and successful execution of the Onondaga County Opiond Response contract. The remaining \$128,250 is paid by Helio Health.	Covered by billable services
1D	SR VP Adirondack Valley Region	Helio Health	1	5%	\$ 135,000.00	4%	\$ 6,750.00	\$ 128,250.00		Covered by billable services

**SECTION 2 - FRINGE BENEFITS**

2A	Mandatory Fringe Benefits	Helio Health				6%	\$ 11,677.50	\$ 24,633.00	FICA 7.65%, Workers Comp 2.70%, Disability 1.6%, Unemployment 3.7%, The remaining \$24,633.00 is paid by Helio Health.	Covered by billable services
2B	Non-Mandatory Fringe Benefits	Helio Health				8%	\$ 1,618.00	\$ 30,833.76	Health 9.42%, Life/Disability 0.93%, 401K 2.10%, Emp Retire 4.5%, Dental 1.36%, H.S.A. 1.6%. The remaining \$30,833.76 is paid by Helio Health.	Covered by billable services

**SECTION 3 - OTHER NON-PERSONNEL EXPENSES**

3A	(2) Cell Phone Subscriptions/Voice					0%	\$ 492.00	\$ -	Cell phone subscription 2 x \$144 per year. Phone case: \$11.00.	ongoing phone subscription covered by billable services
3B	(1) Laptop					1%	\$ 1,268.00	\$ -	Purchase of one laptop (Microsoft Surface Laptop 3 13"/Wireless keyboard) for Peer Support Specialist for documentation in EHR and telehealth appointments. Start-up cost.	N/A
3C	Automobile Expense					6%	\$ 10,863.00	\$ -	Annual costs associated with a vehicle used for Peer Support Specialist for travel throughout region. Community Awareness, meetings with stakeholders, Court Appearances, Narcan trainings and harm reduction distribution, client transport and appointments. Lease vehicle \$700 per month; Gas \$100 per month; Vehicle Ins \$1,265 yearly.	Covered by billable services
3D	(2) EHR Subscriptions					1%	\$ 1,454.00	\$ -	\$60.58 per month per user (2).	Covered by billable services
3E	(2) IT Support					1%	\$ 1,810.50	\$ -	Helio Health contracts with an IT support vendor for 24/7 support, \$17.44 per month per user (2).	Covered by billable services
3F	Office Supplies					0%	\$ 400.00	\$ -	\$100 for start-up office related supplies such as printer, pens, business cards, laptop case etc.	Covered by billable services
3G	Program Supplies					3%	\$ 1,800.00	\$ -	Purchase of Oral Drug Syringe, Fentanyl (600) @ \$8 each used in determining type and amount of drugs in clients system to ensure safety when prescribing MAT. Drug strip testing is NOT USED for eligibility to participate in clinic services.	Covered by billable services
3H	Community Awareness					0%	\$ 615.00	\$ -	Tri-fold brochures and other community awareness materials to be used to inform the region of the expansion of services and how to access.	N/A
3I	Building Rent					5%	\$ 9,000.00	\$ -	Rental space at the Camden site has been calculated at \$800 per month.	Covered by billable services
3J	Payroll Service					0%	\$ 645.00	\$ -	Contracted service \$21 per month per FTE (2.15)	Covered by billable services
3K	General/Professional Liability Ins					1%	\$ 1,037.95	\$ -	Standard coverage.	Covered by billable services

**SECTION 4 - ADMINISTRATIVE EXPENSES**

4A	Indirect Cost					11%	\$ 165,770.43	\$ 9%	\$ 16,577.05	Capped @ 10% - Please see Budget Justification. **Excludes Equipment i.e. Laptop**	Covered by billable services
							<b>TOTAL PROPOSED BUDGET</b>	<b>\$ 183,955.50</b>			

Original

Information Below To Be Complete Prior To Submission For Payment

**VOUCHER**  
**COUNTY OF ONEIDA**  
800 PARK AVENUE  
UTICA NY 13501

Code #	Account	P.O. #	Amount

Date of Payment

Department:

Claimant's Name:

Dept. #  Partial

Address:

Vendor #  Complete

1099

**APPROVAL FOR PAYMENT**

This claim is approved and ordered paid from the appropriations indicated.

Check No.

**PURCHASE ORDER #**

PURCHASE ORDER NUMBER-if a purchase order has been issued for the items charged, place the purchase order number in the space provided

\_\_\_\_\_  
Comptroller  
Deputy Comptroller

Date	Vendor's Invoice #	Quantity	Description of Materials or Services <small>Detailed Invoices must be attached and Total entered on this Voucher</small>	Unit Price	Amount
			<small>Contract No.</small>		

**Claimant's Certification**

\_\_\_\_\_, certify that the above account in the amount of \$\_\_\_\_\_ is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due.

Date	Signature	Title
Federal ID # _____	Social Security # _____	
<small>(Space below for Municipal Use)</small>		

<p style="text-align: center;"><b>DEPARTMENT APPROVAL</b></p> <p>The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.</p> <p style="text-align: right; margin-top: 10px;">_____ Signature of Department Head</p>	<p>Resolution adopted by the Oneida County Board of Supervisors November 11, 1925.</p> <p>That all persons or corporations having claims against the County of Oneida shall present the same to the County Comptroller for audit not later than the 15th day of succeeding month in which said claim accrued.</p> <p>N.B.A. copy of the contract upon which the foregoing account is based should be attached.</p>
Date	

IMPORTANT NOTICE: "CURRENT MSDS FOR CHEMICAL PRODUCTS MUST BE SUBMITTED WITH THIS ORDER. NON-PAYMENT OF CLAIM WILL RESULT UNTIL THE DOCUMENT IS RECEIVED."



## APPENDIX E

### Schedule C – Approved Uses

#### I. TREATMENT

##### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g.,

surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**



Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery

housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

#### D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

- b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
  3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
  4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## II. PREVENTION

### A. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of

Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

**B. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

### C. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.



10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

### **III. OTHER STRATEGIES**

#### **A. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **B. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of

preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

### C. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### D. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

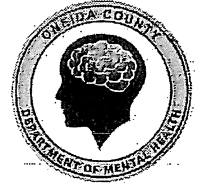
7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

E. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.



# ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH



ANTHONY J. PICENTE, JR.  
*County Executive*

ASHLEE L. THOMPSON  
*Commissioner*  
*Director of Community Services*

March 1, 2024  
Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 24-164

HEALTH & HUMAN SERVICES

Dear County Executive Picente,

WAYS & MEANS

On behalf of the Oneida County Department of Mental Health (OCDMH), I am forwarding for your review and approval, an award for **Upstate Cerebral Palsy dba Upstate Caring Partners (UCP)** regarding the **Oneida County Opioid Response Funds RFP**. This RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. OCDMH's goal for this RFP was to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research. The funds for this OCDMH RFP were allocated by the NYS Office of Addiction Services and Supports (OASAS) directly to OCDMH pursuant to the terms of the New York Opioid Settlement Sharing Agreement and the authorizing statutes Mental Hygiene Law §25.18 and State Finance Law §99-nn which set forth permissible uses for New York Opioid Settlement funds. OCDMH allocated \$1,000,000.00 of the New York Opioid Settlement funds it received in 2023 towards this RFP and received around \$1.4 million dollars in proposals from several different agencies.

UCP responded to this RFP with a project titled *UCP Enhanced Peer Services to Increase Engagement in Recovery Support Services*. The proposed services are: "support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions" and "provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions" within the "support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions" approved use. Our target population includes individuals experiencing homelessness or housing instability, those transitioning from carceral settings, and those moving from crisis stabilization, withdrawal services, or inpatient rehabilitation services, through the developing a walk-in center located at 1427 Genesee St., and co-located with planned Crisis Respite and Residential Services. The goals include: (1) promote prevention, stabilization, and recovery services for the targeted population, (2) provide integrated care addressing social determinants of health (SDOH) and (3) enhance accessibility to community-based Behavioral Health (BH) services.

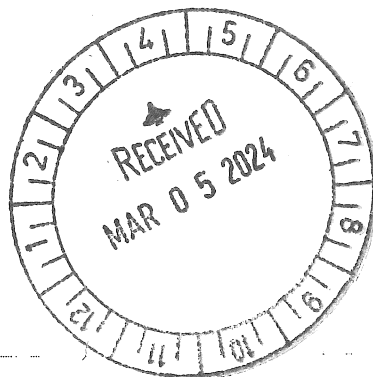
The proposals and budget for UCP has been conditionally approved by OCDMH and the Technical Review Committee. A total of \$299,970.00 will be distributed to UCP with contract terms from April 1, 2024 through March 31, 2025.

If these proposals meet your approval, please forward them to the Board of Legislators for further consideration. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you may have with regard to these proposals.

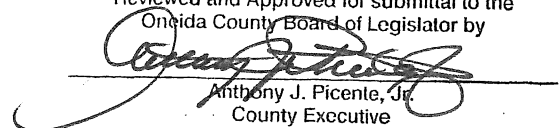
Sincerely,



Ashlee L. Thompson, MHA, MEd., Master CASAC  
Commissioner of Mental Health  
Director of Community Services



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by



Anthony J. Picente, Jr.  
County Executive

Date 3-4-24

# AGREEMENT

**THIS AGREEMENT** is by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, hereinafter collectively referred to as the “County,” and, Upstate Cerebral Palsy, Inc., DBA Upstate Caring Partners, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 125 Business Park Drive, Utica, NY 13502 hereinafter referred to as the “Provider Agency.”

## WITNESSETH

**WHEREAS**, the New York State Office of Addiction Services and Supports (OASAS) has received New York State Opioid Settlement Fund (OSF) monies which are required to be distributed in accordance with New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide opioid settlement agreements; and

**WHEREAS**, the Oneida County Department of Mental Health (“OCDMH”) issued a Request for Proposal (RFP) inviting provider agencies in the community to propose projects that improve the system of behavioral health service integration to reduce the impacts of the opioid crisis, and whose priority areas include harm reduction, treatment investments, priority populations, housing, recovery, prevention, transportation, public awareness, and research; and

**WHEREAS**, the Provider Agency submitted a proposal titled UCP Enhanced Peer Services to Increase Engagement in Recovery Support Services for project funding meeting the goals of the OCDMH RFP and adhering to the requirements of New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide opioid settlement agreements; and

**WHEREAS**, the OCDMH and the Technical Review Committee, consisting of some members from the Community Services Board (CSB), have reviewed and approved the project proposed by the Provider Agency; and

**NOW THEREFORE**, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. **TERM:** The initial term of this Agreement shall be from April 1, 2024, through March 31, 2026, or until terminated according to the termination requirements contained within this Agreement.
2. **SCOPE OF SERVICES:** The Provider Agency shall provide the following services pursuant to its response to the Oneida County Opioid Response RFP.
  - 2.1. **Support or Expand Peer-Recovery Centers:** The Provider Agency shall enhance peer-recovery centers with support groups, social events, computer access, and other services tailored to the focus population. The focus population includes individuals with Opioid Use Disorder (OUD), and any co-occurring substance use

disorders or mental health conditions, specifically targeting individuals experiencing homelessness and/or housing instability; individuals who were previously in a carceral setting; and individuals transitioning to the community from crisis stabilization, withdrawal services, or inpatient stabilization centers.

- a. The Provider Agency shall provide services through the Behavioral Health (BH) division's walk-in Community Recovery and Empowerment Center.
- b. The center shall provide a place for individuals to engage in recovery-oriented socialization amongst their peer group, with the support of a Certified Peer Support Specialist (PSS).
- c. The PSS shall work with individuals to build rapport and promote engagement in services that shall initiate or enhance individuals' recovery for both mental health and substance use disorders.
- d. The center shall act as a hub of resources and work with individuals to connect them to services that match their level of need.
- e. The center shall provide office space for community-based providers to occupy, either on a routine rotation or as needed to engage individuals.
- f. The center's leadership team shall work with the Provider Agency's established network of providers to enhance coordination of care agreements.
- g. The center shall offer a welcoming, accessible space for populations who are often difficult to engage in services; do not access traditional support systems; and need daily support to maintain recovery and stability.
- h. The center shall provide short-term transition and respite beds for individuals in need of temporary shelter.
- i. The center shall support expanded peer and mobile outreach and engagement to increase the target populations' access to harm reduction, respite, and clinical services.

2.2. **Provide or Support Transportation to Treatment or Recovery Programs:** The Provider Agency shall purchase and utilize a vehicle to support outreach and facilitate transportation to treatment and recovery programs for individuals with OUD and co-occurring substance use disorders and mental health conditions.

- a. Transportation services shall ensure clients attend treatment or recovery services consistently, thereby improving adherence to scheduled appointments.
- b. Transportation services shall facilitate access to various supportive services, aiding clients in navigating and connecting with necessary resources and programs within the community.

- c. The PSS shall utilize the mobile outreach vehicle to bring services to individuals where they are receiving other services, while also connecting them to the local continuum of care.

2.3. **Support People in Treatment for and Recovery from OUD and any Co-Occurring Mental Health or Substance Use Disorder Conditions:** The Provider agency shall assess community and population health in order to identify individuals who may have BH needs.

- a. The Provider Agency shall refer individuals identified as having a BH need to the Provider Agency to be assessed for SMI/SUD/COD by a qualified health professional along with a PSS, using standardized screenings and data collection instruments.
- b. The Provider Agency shall partner with community-based agencies to embed PSSs within locations frequented by vulnerable and underserved populations.
- c. The PSS shall assist in offering Psychiatric Rehabilitation Services (PRS) tailored for both adults and children in the populations of focus.
  - i. PRS for adults shall focus on overcoming behavioral health barriers to function independently and resume regular adult roles.
  - ii. PRS for children shall focus on rehabilitation and restoration to functional levels for active community and family participation.
- d. Service components shall include rehabilitation support and recovery-oriented activities, coping skills training, personal autonomy development, holistic health practices, social skills enhancement, dietary and wellness education, daily living skills, benefits and financial management, and employment support.
- e. The Provider Agency shall conduct assessments on an ongoing basis to ensure interventions are effective in achieving individual goals.
- f. The Provider Agency shall offer Adult Behavioral Health Home and Community Based Services and Community Oriented Recovery and Empowerment services as part of the psychosocial services the Provider Agency provides.
- g. PSSs shall work with clients to connect them to additional resources and wrap-around support services in the community.

2.4. **Foster Cross-Sector Collaboration:** The Provider Agency shall foster cross-sector collaboration between various other agencies and providers to enhance their services and delivery.



- a. The Provider Agency shall enhance their referral network through expanded coordination of care agreements; and by working closely with the internal vocational department for supportive employment services; and with partners, such as the OCDMH SPOA for intensive case management and state psychiatric clinics for additional support as needed.
- b. The Provider Agency shall foster cross-sector collaboration by partnering with various organizations such as Mohawk Valley Psychiatric Center, Helio Health, Inc., Mohawk Valley Health System, Oneida County school districts, the Oneida County Department of Family and Community Services (DCFS), the Oneida County Child Advocacy Center, Beacon Center, ICAN, The Center, Utica Center for Development, Johnson Park Center, and the Center for Family Life and Recovery.
- c. The Provider Agency shall foster cross-sector collaboration by leveraging established relationships and follow-up processes with various entities, including but not limited to, healthcare, education, child welfare, justice systems, and community-based organizations.
- d. Partnerships between the Provider Agency and various community agencies shall foster comprehensive and integrated services.
- e. The Provider Agency shall ensure timely access to services, tracking of follow-up services, and client outcomes. Regular, quarterly partnerships and care coordination meetings shall be held, and the Provider Agency shall develop protocols for data sharing and information exchange.
- f. The Provider Agency shall embed staff in community-based organizations and shall provide training to community providers to enhance their capacity to refer individuals requiring behavioral health treatment.
- g. The Provider Agency staff shall conduct screenings and assessments in various community settings to identify and address behavioral health and Social Determinates of Health needs of individuals.
- h. The Provider Agency shall utilize referral partnerships with Beacon Center and Helio Health, Inc. to ensure access to OUD treatment and other Medicaid Rehabilitation Support Services.
- i. The Provider Agency shall facilitate a seamless continuum of care by embedding staff in community-based settings and culturally specific organizations to ensure individuals at risk of or experiencing homelessness receive necessary support.

2.5. **Staffing Support:** The Provider Agency shall utilize funding to facilitate the employment of 2.0 Full-Time Equivalent (FTE) PSS.

- a. Funding shall support the embedding of two (2) PSSs into community settings that serve populations of focus, such as: the Rescue Mission, Salvation Army, Catholic Charities, the Warming Center, permanent supportive housing, supportive living communities, and homeless shelters.
- 2.6. **Develop Standard Operating Procedures:** The Provider Agency shall develop and maintain standard operating procedures (SOP) pursuant of all aspects of this Agreement. The Provider Agency shall update the SOP on a regular basis and emphasize the safety of both staff and community members.
3. **COMPENSATION:** For the Services rendered pursuant to this Agreement, the County shall reimburse the Provider Agency a maximum of Two Hundred and Ninety-Nine Thousand, Nine Hundred and Seventy Dollars and Zero Cents (**\$299,970.00**) during the term of this agreement.
4. **FISCAL ADMINISTRATION:** Payment will be made after submission of a duly prepared Oneida County Voucher (“Voucher”) and a separate itemized invoice to the OCDMH. Invoices submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the Voucher and shall identify the service line they are related to. Annexed hereto and made part hereof as Appendix B is the Provider Agency’s contract budget for the term of this Agreement which contains the service lines. Annexed hereto and made part hereof as Appendix C is the Voucher form to be used. Annexed hereto and made part hereof as Appendix D is the Invoice form to be used. The Voucher and Invoice forms shall coincide with the budget categories and descriptions in Appendix B. It is expressly understood that the County may not reimburse services that are not approved or listed in Appendix B.
  - 4.1. The Provider Agency shall ensure that all funds associated with this Agreement comply with the Approved Uses outlined through the guidance received from OASAS through the New York Opioid Settlement Fund, annexed hereto and made part hereof as Appendix E.
  - 4.2. The Provider Agency shall ensure that all funds associated with this agreement do not supplant any funding their organization already receives, and rather supplements items to enhance their program.
  - 4.3. In the event that New York State or the County approves or makes changes to the funding amount that is listed in Appendix B, the Provider Agency, at the request of the County, shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursements by the County or New York State or for changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification.

This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

**5. REPORTING REQUIREMENTS:** The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (as outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.

5.1. **Performance Reporting:** The Provider Agency agrees to develop, and submit to the County, on the last business day of the following month at the end of each quarter (e.g. January-March report due April 30<sup>th</sup>), a quarterly progress report containing relevant contract-related outcomes, impacts, de-identified success stories, and updates for that reporting period. After developing the performance report, the Provider Agency shall receive approval by the County. Such report is subject to changes at the discretion of the County. The Provider Agency shall also submit a yearly report on the overall outcomes and impacts of the project, which shall be shared publicly with the community.

5.2. **Data Sharing:** The Provider Agency shall submit to the County regular and direct reporting of data, coupled with presentations during local coalition meetings for broader stakeholder engagement. The Provider Agency shall develop a comprehensive data management plan by July 2024, with shall incorporate a phased approach for integrated data management. This shall include utilization of health IT systems for streamlined data exchange. The Provider Agency shall adhere to privacy laws and informed consent in data exchange. The Provider Agency shall also ensure monthly quality monitoring, and immediate clinician follow-up on mobile crisis unit documentation.

6. **AOT:** The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by New York State and/or the County for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.

7. **AUDITING:** The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Provider Agency which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transactions. Provider Agency shall maintain all case records, all financial records, and all associated audit information for the minimum schedule as identified in the Retention and Disposition Schedule for New York Local Government Records (LGS-1) issued by the New York State Education Department. Provider Agency shall also make such information available to the County in a format and at intervals to be determined, but, in any event, the records and information shall be available to the County upon request for audit purposes.

8. **MISCELLANEOUS:** The Provider Agency agrees to participate in the development and implementation of the Local Service Plan required by New York State Mental Hygiene Law Section 41.18, as well as other comprehensive planning processes for Oneida County – which may include the Oneida County Opioid Task Force or its associated entity, if requested and if appropriate. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
9. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County, State, or Federal requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent, or falsifies its records or reports, or if funds are found to be supplanting (duplicating) other Provider Agency funds, the County may terminate this Agreement effective immediately, or, at the County’s option, effective at a later date, after sending notice of such termination to the Provider Agency.
  - 9.1. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency’s compliance with the terms and conditions herein.
  - 9.2. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
10. **SEVERABILITY:** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such finding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
11. **CHOICE OF LAW:** The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within County of Oneida, State of New York.
12. **CONFIDENTIALITY:** The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any New York State or federal statute regulating such files. Information contained in these files shall be released only in accordance with such laws and further, upon the written consent of the client being served or to the County as outlined below.
  - 12.1. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have

been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

12.2. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

- a. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the “Scope of Services” above for the County. This means, among other things, that:
  - i. The Provider Agency shall only access confidential information for which there is a need to know; and
  - ii. The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
  - iii. The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
- b. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
- c. The Provider Agency shall report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
- d. The Provider Agency understands that the obligations under Section 12 of this Agreement will continue after termination of this Agreement and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- e. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency shall safeguard the confidentiality of all confidential information.
- f. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly

understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.

12.3. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information: “This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

13. **MANDATED REPORTING:** The Provider Agency and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Family and Community (Social) Services. The Provider Agency shall also notify the Commissioner of the OCDMH of any and all reports made to the Statewide Central Register.

14. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS:** To the fullest extent permitted by law, Provider Agency agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any equipment used

by or furnished to Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

15. **INSURANCE:** The Provider Agency shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A-(excellent) rating by A. M. Best. Accepted proposals which do not require each of the following types of coverage, in the discretion of the County, may be permitted by the County to omit such type of coverage from the subsequent Agreement.

15.1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

b. Oneida County, and all other parties required of Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.

c. Abuse and Molestation coverage must be included.

15.2. Professional Liability/Errors and Omissions Coverage, with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

a. Coverage for review of cases and resulting Professional assessment.

b. Coverage for Abuse and Molestation.

15.3. Automobile Liability:

a. Business Auto Liability with limits of at least \$1,000,000 each accident.

b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

15.4. Commercial Umbrella

- a. Umbrella limits must be at least \$5,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

15.5. Workers' Compensation and Employer's Liability.

- a. Statutory limits apply.

16. **CERTIFICATE OF INSURANCE:** Prior to the start of any work the Provider Agency shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement (listing the County of Oneida at its principal offices) that is part of the Provider Agency's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this agreement. Provider Agency shall provide proof of disability insurance, where applicable, prior to the execution of this agreement.

17. **WAIVER OF SUBROGATION:** Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

18. **ASSIGNMENT:** Provider Agency is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Provider Agency's right, title, or interest in this agreement, or Provider Agency's power to execute this agreement, to any other person or entity without the previous consent in writing of the County.

19. **INDEPENDENT CONTRACTOR:**

19.1. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they shall conduct themselves in accordance with such status, that they shall neither hold themselves out as, nor claim to be officers, employees, agents, or servants of the County or the Department by reason thereof and that they will not by reason thereof, make any



claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.

19.2. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship, or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance workers' compensation, disability insurance or social security insurance (FICA). The Provider Agency shall indemnify and hold the County harmless from all loss liability incurred by the County as a result of the County not making such payments or withholdings.

19.3. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

20. **ACCOUNT REPRESENTATIVE:** Provider Agency shall appoint, by name, a representative who shall be responsible for servicing this agreement. The representative shall be responsible to provide the services required to ensure that the account would be administered in an organized systematic manner.

21. **MEDIA & ADVERTISING:**

21.1. **Advertising Award:** The Provider Agency must receive written approval from the County before advertising the award of the contract or the services to be provided under this agreement. The Provider Agency agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

21.2. **Media:** The Provider Agency shall receive written approval from the County before utilizing the County seal and any other logo associated with the County. Final drafts of proposed media materials shall be submitted to the Department for consideration.

22. **EXTENSIONS AND AMENDMENTS:** In the event that the Provider Agency may require a budget extension or amendment to this Agreement, the Provider Agency shall express, in writing, why it is necessitated. The County shall provide a budget extension document(s) that Provider Agency shall complete in order for consideration of an amendment. It is expressly understood that any changes to this Agreement are at the sole discretion of the County.

23. **OWNERSHIP OF DOCUMENTS/WORK PRODUCT:** It is agreed that all finished or unfinished documents, data, or reports, prepared by Provider Agency under the Contract shall

be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.

24. **APPROPRIATIONS:** This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
25. **GOVERNING LAW:** All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of laws. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Provider Agency consents to such jurisdiction.
26. **ENTIRE AGREEMENT:** It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof. Annexed hereto and made a part hereof as Appendix A (Standard Oneida County Contract Conditions), Appendix B (Provider Agency Budget), Appendix C (Oneida County Voucher), Appendix D (Oneida County Invoice), and Appendix E (Approved Uses) which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.
27. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider Agency have signed this Agreement on the day and year first above written.

**COUNTY OF ONEIDA**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

By: Ashlee Thompson \_\_\_\_\_ Date 2/28/2024  
Ashlee L. Thompson  
Commissioner, Department of Mental Health

**UPSTATE CEREBRAL PALSY, INC. dba UPSTATE CARING PARTNERS**

By: Patrick Brennan \_\_\_\_\_ Date 2-26-24  
Patrick Brennan  
President Board of Directors

By: Geno DeCondo \_\_\_\_\_ Date 2/28/2024  
Geno DeCondo  
President and Chief Executive Officer

Approved

By: \_\_\_\_\_  
Ellen Rayhill, Esq.  
Assistant County Attorney

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the



Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## 5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services



(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
  
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

**2023 ONEIDA COUNTY OPIOID RESPONSE RFP  
APPROVED BUDGET**

APPLICANT NAME:		UPSTATE CARING PARTNERS				
PROPOSED BUDGET DURATION:		2 Years				
TOTAL AMOUNT REQUESTED:		\$ 299,970.00				
LINE ITEM #	AGENCY OR PROVIDER NAME	BASE ANNUAL SALARY/WAGE	Year 1	Year 2	% OF TOTAL GRANT	TOTAL AMOUNT ALLOCATED
<b>SECTION 1 - PERSONNEL/LABOR</b> Title & Organization						
1A	Peer	2 100% \$ 38,000.00	\$ 76,000.00	\$ 76,000.00	51%	\$ 152,000.00
<b>SECTION 2 - FRINGE BENEFITS</b>						
2A	Mandated and Non-Mandated Fringes		\$ 19,000.00	\$ 19,000.00	13%	\$ 38,000.00
<b>SECTION 3 - OTHER NON-PERSONNEL EXPENSES</b>						
3A	Client Transport Van		\$ 65,000.00	\$ 0	24%	\$ 71,500.00
3B	Vehicle Operating Costs		\$ 2,000.00	\$ 2,000.00	1%	\$ 4,000.00
3C	Vehicle Insurance		\$ 3,000.00	\$ 3,000.00	2%	\$ 6,000.00
3D	Client Supplies		\$ 3,850.00	\$ 3,850.00	3%	\$ 7,700.00
<b>SECTION 4 - ADMINISTRATIVE EXPENSES</b>						
4A	Indirect Costs		\$ 10,385.00	\$ 10,385.00	7%	\$ 20,770.00
<b>TOTAL PROPOSED BUDGET</b>						<b>\$ 299,970.00</b>

Peer Support Specialists provides direct service delivery in support of project goals and objectives

Through the expansion of community based services and OMH and OASAS licensed services, Peers will become sustainable through billable services.

Fringe benefits is a routine expense incorporated into the agency annual budgeting process and will be funded through billable services provided by the Center.

Total of All Mandated and Non-Mandated Fringes based on current rates is approximately 25% of Personnel Cost

A mobile vehicle will be utilized to support outreach and facilitate transportation to treatment or recovery programs for individuals with OUD and co-occurring SUD/MH conditions. Vehicle operating costs cover expenses related to program use of van. To include: Gas, routine oil change, routine minor repairs - i.e. window wipers

Monthly vehicle insurance estimated at \$250 a month based on similar vans owned by agency at the time of this application.

Client supplies to support addressing Social Determinants of Health (SDOH) needs, such as basic hygiene, clothing, food

Administrative Expenses are a routine expense incorporated into the agency annual budgeting process and will be funded through billable services provided by the Center.

Indirect costs for agency support positions such as Finance, Information Services, Human Resources and Marketing  
\*\*Excludes vehicle purchase\*\*

Copy

Information Below To Be Complete Prior To Submission For Payment

VOUCHER
COUNTY OF ONEIDA
800 PARK AVENUE
UTICA NY 13501

Table with 4 columns: Code #, Account, P.O. #, Amount

Date of Payment

Department: [ ]

Claimant's Name: [ ]

Dept. # [ ] Partial [ ]

Address: [ ]
[ ]
[ ]

Vendor # [ ] Complete [ ]

1099 [ ] Index #

Check No.

PURCHASE ORDER # [ ]

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated.

PURCHASE ORDER NUMBER-if a purchase order has been issued for the items charged, place the purchase order number in the space provided

Comptroller
Deputy Comptroller

Main table with columns: Date, Vendor's Invoice #, Quantity, Description of Materials or Services, Unit Price, Amount

Claimant's Certification

..., certify that the above account in the amount of \$...
is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due.

XXXXXXXXXXXXXXXXXXXX Do Not Sign XXXXXX Copy XXXXXX Do not Sign XXXXXXXXXXXXXXXXXXXXXXX

Date

Signature

Title

Federal ID #

Social Security #

(Space below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

Resolution adopted by the Oneida County Board of Supervisors November 11, 1925.

That all persons or corporations having claims against the County of Oneida shall present the same to the County Comptroller for audit not later than the 15th day of succeeding month in which said claim accrued.

N.B.A. copy of the contract upon which the foregoing account is based should be attached.

Date

Signature of Department Head

IMPORTANT NOTICE: "CURRENT MSDS FOR CHEMICAL PRODUCTS MUST BE SUBMITTED WITH THIS ORDER. NON-PAYMENT OF CLAIM WILL RESULT UNTIL THE DOCUMENT IS RECEIVED."



## APPENDIX E

### Schedule C – Approved Uses

#### I. TREATMENT

##### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g.,

surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.



12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery

housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

#### D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

- b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
  3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
  4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## II. PREVENTION

### A. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of

Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

B. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

### C. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

### **III. OTHER STRATEGIES**

#### **A. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **B. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of



preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

### C. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### D. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

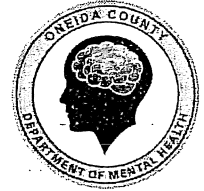
7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

E. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.



# ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH



ANTHONY J. PICENTE, JR.  
County Executive

ASHLEE L. THOMPSON  
Commissioner  
Director of Community Services

March 12, 2024

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 24-165

HEALTH & HUMAN SERVICES

RE: Contract 189054 – Integrated Community Alternatives Network, Inc.

WAYS & MEANS

Dear County Executive Picente,

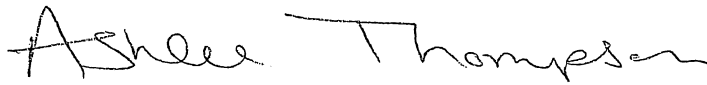
On behalf of the Oneida County Department of Mental Health (OCDMH), I am forwarding for your review and approval, an award for **Integrated Community Alternatives Network (ICAN)** regarding the **Oneida County Opioid Response Funds RFP**. This RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. OCDMH's goal for this RFP was to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research. The funds for this OCDMH RFP were allocated by the NYS Office of Addiction Services and Supports (OASAS) directly to OCDMH pursuant to the terms of the New York Opioid Settlement Sharing Agreement and the authorizing statutes Mental Hygiene Law §25.18 and State Finance Law §99-nn which set forth permissible uses for New York Opioid Settlement funds. OCDMH allocated \$1,000,000.00 of the New York Opioid Settlement funds it received in 2023 towards this RFP and received around \$1.4 million dollars in proposals from several different agencies.

ICAN responded to this RFP with a project titled *School Opioid Response Project*. The proposed services are to provide intervention of youth opioid abuse through school-based trainings and supports for students in grades 6-12 in high-risk schools in Oneida County and school administrators and staff. It includes four core evidence-based components: 1) In-school trainings for up to 4,000 students from the evidence-based Opioid Lifeline This is Not About Drugs Training Program; 2) Screening, Brief Intervention, and Referral to Treatment (SBIRT) training for school staff and community-based service providers; 3) Overdose Lifeline School Naloxone Opioid Overdose Training for up to 400 school staff including nurses at high risk schools; and 4) Individualized training and technical assistance to school administrators to address opioid misuse in their schools. ICAN shall employ two full-time Opioid Prevention Trainers and two per-diem Opioid Prevention Trainers who shall become credentialed in the above trainings and facilitate to the community. Lastly, ICAN shall facilitate educational preventative programming.

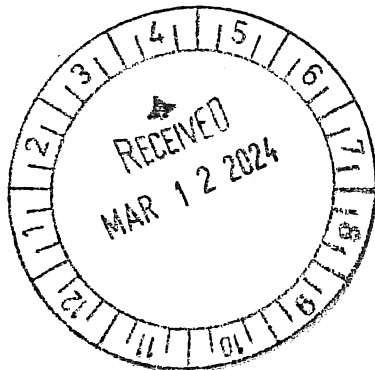
The proposal and budget for ICAN has been conditionally approved by OCDMH and the Technical Review Committee. A sum of **\$300,000.00** will be distributed to ICAN regarding their response to the RFP. An additional \$60,000.00 will be paid upon execution of this Agreement to support Educational Preventative Programming. Another \$60,000.00 shall be available for future Educational Preventative Programming to focus on the social, emotional, behavioral health and wellbeing of young people in Oneida County. The total amount to be paid to ICAN is a maximum of **\$420,000.00**. Contract terms shall be from April 1, 2024 through March 31, 2025.

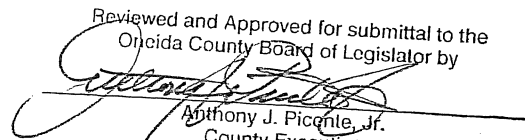
If these proposals meet your approval, please forward them to the Board of Legislators for further consideration. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you may have with regard to these proposals.

Sincerely,



Ashlee L. Thompson, MHA, MEd., Master CASAC  
Commissioner of Mental Health  
Director of Community Services



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 3-12-24

Oneida Co. Department: Mental Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Integrated Community Alternatives Network, Inc. (ICAN)  
310 Main Street  
Utica, NY 13501

**Title of Activity or Service:** Oneida County Opioid Response Funds RFP

**Proposed Dates of Operation:** April 1, 2024-March 31, 2025

**Client Population/Number to be Served:** Oneida County

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** The Oneida County Opioid Response RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. Establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research.
- 2) **Program/Service Objectives and Outcomes:** *School Opioid Response Project.* ICAN intends to hire two full-time and two per-diem Opioid Prevention Trainers; certify staff in various EBP trainings; deliver the This is Not About Drugs training to 4,000 students in grades 6-12; facilitate the School Naloxone Opioid Overdose Training to 400 school staff; train and use SBIRT; meet with 30 school administrators and staff to provide training, technical assistance and guidance on their school-wide opioid response strategies; and facilitate impactful educational preventative programming that will increase the social, emotional, behavioral health and wellbeing of young people in Oneida County.
- 3) **Program Design and Staffing:** The proposed services are to provide intervention of youth opioid abuse through school-based trainings and supports for students in grades 6-12 in high-risk schools in Oneida County and school administrators and staff. It includes four core evidence-based components: 1) In-school trainings for up to 4,000 students from the evidence-based Opioid Lifeline This is Not About Drugs Training Program; 2) Screening, Brief Intervention, and Referral to Treatment (SBIRT) training for school staff and community-based service providers; 3) Overdose Lifeline School Naloxone Opioid Overdose Training for up to 400 school staff including nurses at high risk schools; and 4) Individualized training and technical assistance to school administrators to address opioid misuse in their schools. ICAN shall employ

two full-time Opioid Prevention Trainers and two per-diem Opioid Prevention Trainers who shall become credentialed in the above trainings and facilitate to the community. Lastly, ICAN shall facilitate educational preventative programming.

**Total Funding Requested:** \$420,000.00

**Account #** A 4310 4310.495-180

**Oneida County Dept. Funding Recommendation:** \$420,000.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% NYS OASAS Opioid Settlement Fund

**Cost Per Client Served:** (N/A)

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:**

**Mandated Service:** The County has received funds from the NYS OASAS Opioid Settlement Fund which must be used in accordance with the New York Opioid Settlement Agreement and Mental Hygiene Law §25.18 and State Finance Law §nn-99.

## AGREEMENT

**THIS AGREEMENT** is by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, hereinafter collectively referred to as the “County,” and **Integrated Community Alternatives Network, Inc. (ICAN)**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 310 Main Street, Utica, NY 13501, hereinafter referred to as the “Provider Agency.”

### WITNESSETH

**WHEREAS**, the New York State Office of Addiction Services and Supports (OASAS) has received New York State Opioid Settlement Fund (OSF) monies which are required to be distributed in accordance with New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide opioid settlement agreements; and

**WHEREAS**, the Oneida County Department of Mental Health (OCDMH) issued a Request for Proposals (RFP) inviting provider agencies in the community to propose projects that improve the system of behavioral health service integration to reduce the impacts of the opioid crisis, and whose priority areas include harm reduction, treatment investments, priority populations, housing, recovery, prevention, transportation, public awareness, and research; and

**WHEREAS**, the Provider Agency submitted a proposal titled School Opioid Response for project funding meeting the goals of the RFP and adhering to the requirements of New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide opioid settlement agreements; and

**WHEREAS**, the OCDMH and the Technical Review Committee, consisting of some members from the Community Services Board (CSB), have reviewed and approved the project proposed by the Provider Agency; and

**NOW THEREFORE**, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. **TERM:** The initial term of this Agreement shall be from April 1, 2024 through March 31, 2025, or until terminated according to the termination requirements contained within this Agreement.
2. **SCOPE OF SERVICES:** The Provider Agency shall provide the following services pursuant to its response to the Oneida County Opioid Response RFP.
  - 2.1 **Opioid Prevention Trainers:** The Provider Agency shall employ two full-time Opioid Prevention Trainers who will be dedicated to this project. The full-time Opioid Prevention Trainers will become Evidence-Based Practice (EBP) certified in all applicable trainings. The Provider Agency shall also employ two per diem Opioid Prevention Trainers who will be experts in the field of Opioid Prevention.

The Provider Agency will utilize these individuals for their specific expertise in particular areas where they identify the need for additional, customized trainings on issues relating to Opioid Prevention. These trainers may also include experts with lived experience.

2.2 **Overdose Lifeline - This is Not About Drugs Training:** The Provider Agency shall provide the aforementioned program, which addresses youth substance use with an emphasis on opioids (prescription pain medication, fentanyl and heroin).

- a. **Train the Trainer Credentialing:** The Provider Agency's two full time Opioid Prevention Trainers shall participate in a train the trainer program from Overdose Lifeline to become EBP credentialed trainers of the This is Not About Drugs Training.
- b. **Community Trainings:** The Provider Agency shall provide the This is Not About Drugs Training to up to 4,000 middle and high school students in grades 6-12 in Oneida County, New York schools. The Provider Agency shall provide the training each quarter to 1,000 youth per quarter.

2.3 **Screening, Brief Intervention, and Referral to Treatment Training:** Screening, Brief Intervention and Referral to Treatment (SBIRT) is an evidence-based approach to identifying individuals who use alcohol and other drugs at risky levels. SBIRT has been shown to be valid and reliable in identifying and improving outcomes for people who use such substances. The goal of SBIRT is to prevent or reduce use of such substances to prevent related health consequences, disease, accidents and injuries through an early intervention approach.

- a. **Train the Trainer Credentialing:** The Provider Agency shall participate in an official, free SBIRT training program provided by the University of Missouri-Kansas City to become certified. The Provider Agency shall also support community-based service providers and school staff in accessing training to become certified to use SBIRT with clients.
- b. **Community Trainings:** The Provider Agency's credentialed staff shall utilize SBIRT when interacting with youth at school-based trainings or in other settings. The Provider Agency has estimated that this training shall be used with approximately 400 youth over the course of this Agreement.

2.4 **Overdose Lifeline - School Naloxone Opioid Overdose Training:** The School Naloxone Opioid Overdose Training has been specifically developed to assist schools in overdose prevention and response. The training course discusses the need for a school-based opioid emergency response planning and preparedness; teaches school personnel how to recognize the signs of an opioid overdose; and how to administer the opioid overdose reversal drug, Naloxone.

- a. **Train the Trainer Credentialing:** The Provider Agency shall participate in a train the trainer course to become credentialed in the School Naloxone Opioid Overdose Training.



- b. **Community Trainings:** The Provider Agency shall provide the School Naloxone Opioid Overdose Training to up to 400 school staff. This training shall be provided on a quarterly basis, reaching 100 school staff per quarter, in up to four different schools each quarter. This training shall focus on:
  - i. Training frontline staff including school nurses, teachers, counselors, aides in how to recognize signs of overdose and administer the opioid overdose reversal drug Naloxone; and
  - ii. Training school administrators on how to create a school-based opioid emergency response plan and increase school preparedness for opioid-related emergencies.
  
- 2.5 **Other Trainings:** In addition to focusing on opioid use trainings and prevention, the Provider Agency shall take a comprehensive approach to focus on a broad spectrum of other substances that may be available to youth.
  
- 2.6 **School Opioid Prevention Meetings:** The Provider Agency shall meet with up to 30 school administrators and staff from districts across Oneida County through individual meetings to provide training, technical assistance and guidance to them on their school-wide opioid response strategies.
  
- 2.7 **Cross-Sector Collaboration:** The Provider Agency shall foster cross-sector collaboration across Oneida County school districts and schools that are most impacted by the opioid crisis through the School Opioid Prevention Meetings with district and school administrators. The Provider Agency shall also partner closely with other community-based organizations for referrals and service coordination for students in need of supportive services. The Provider Agency shall collaborate with all three BOCES locations that serve Oneida County.
  - a. **Partner Collaboration:** The Provider Agency shall facilitate collaboration of key stakeholders from Oneida County school districts through quarterly meetings to improve practices for opioid prevention and response in schools across the county. During these meetings, the Provider Agency shall facilitate dialogues for peer learning across schools to share best practices, lessons learned, and ensure that schools can learn alongside one another. The Provider Agency shall facilitate the presence of community partners that provide opioid response services to these meetings to share about their services with the school districts, as needed. The Provider Agency shall refer students in need of supportive services to community-based partner organizations.
  
  - b. **Connection to Care:** The Provider Agency shall connect youth who may be in active use, involved with the juvenile justice system, pregnant or parenting to the appropriate community treatment services that are available. The Provider Agency shall support students in ensuring their

successful completion of these programs and return to school (if their program is out-of-home).

- c. **Leadership:** The Director of Community Initiatives of the Provider Agency shall provide oversight and management of this project and shall support school and community-based partnerships. He or she shall lead day to day implementation of this project, become Evidence-Based Practice certified to conduct trainings as needed. The Chief Innovation Officer of the Provider Agency shall provide leadership and sustainability planning for this project. The Director of Quality Improvement of the Provider Agency shall ensure quality assurance and EBP fidelity.

2.8 **Educational Preventative Programming:** The County shall pay the Provider Agency \$60,000 upon execution of this Agreement to support Educational Preventative Programming. An additional \$60,000 will be available for future Educational Preventative Programming focusing on increasing the social, emotional, and behavioral health and well-being of young people.

2.9 **Develop Standard Operating Procedures:** The Provider Agency shall develop and maintain standard operating procedures (SOP) pursuant of all aspects of this Agreement. The Provider Agency shall update the SOP on a regular basis and shall ensure that parental consent is obtained prior to any service facilitation.

3. **COMPENSATION:** For the Services rendered pursuant to this Agreement, the County shall reimburse the Provider Agency a maximum of Four Hundred Twenty Thousand Dollars and Zero Cents (\$420,000.00) for the term of this agreement. For the sake of clarity, such reimbursement shall include the amounts set forth in Section 2.8 for Educational Preventative Programming.

4. **FISCAL ADMINISTRATION:** Payment will be made after submission of a duly prepared Oneida County Voucher (“Voucher”) and a separate itemized invoice to the OCDMH. Invoices submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the Voucher and shall identify the service line they are related to. Annexed hereto and made part hereof as Appendix B is the Provider Agency’s contract budget for the term of this Agreement which contains the service lines. Annexed hereto and made part hereof as Appendix C is the Voucher form to be used. Annexed hereto and made part hereof as Appendix D is the Invoice form to be used. The Voucher and Invoice forms shall coincide with the budget categories and descriptions in Appendix B. It is expressly understood that the County may not reimburse services that are not approved or listed in Appendix B.

4.1 The Provider Agency shall ensure that all funds associated with this Agreement comply with the Approved Uses outlined through the guidance received from OASAS through the New York Opioid Settlement Fund, annexed hereto and made part hereof as Appendix E.

- 4.2 The Provider Agency shall ensure that all funds associated with this agreement do not supplant any funding their organization already receives, and rather supplements items to enhance their program.
- 4.3 In the event that New York State or the County approves or makes changes to the funding amount that is listed in Appendix B, the Provider Agency, at the request of the County, shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursements by the County or New York State or for changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
5. **REPORTING REQUIREMENTS:** The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (as outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.
- 5.1 **Performance Reporting:** The Provider Agency agrees to develop, and submit to the County, on the last business day of the following month at the end of each quarter (e.g. January-March report due April 30<sup>th</sup>), a quarterly progress report containing relevant contract-related outcomes, impacts, de-identified success stories, and updates for that reporting period. After developing the performance report, the Provider Agency shall receive approval by the County. Such report is subject to changes at the discretion of the County. The Provider Agency shall also submit a yearly report on the overall outcomes and impacts of the project, which shall be shared publicly with the community.
- 5.2 **Data Sharing:** The Provider Agency shall submit to the County any and all data pertaining to this project and will produce, at minimum, quarterly formal reports to OCDMH with metrics and impacts of the project. The Provider Agency shall also produce a final formal report that shall be shared publicly. The Provider Agency shall provide increased direct and regular reporting of data to the County if requested. The Provider Agency shall present at local coalition meetings or platforms, if requested, to share progress, impact, data, and lessons learned. The Data and Reporting Analyst shall support data collection and management.
6. **AOT:** The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an

AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by New York State and/or the County for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.

7. **AUDITING:** The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Provider Agency which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transactions. Provider Agency shall maintain all case records, all financial records, and all associated audit information for the minimum schedule as identified in the Retention and Disposition Schedule for New York Local Government Records (LGS-1) issued by the New York State Education Department. Provider Agency shall also make such information available to the County in a format and at intervals to be determined, but, in any event, the records and information shall be available to the County upon request for audit purposes.
8. **MISCELLANEOUS:** The Provider Agency agrees to participate in the development and implementation of the Local Service Plan required by New York State Mental Hygiene Law Section 41.18, as well as other comprehensive planning processes for Oneida County – which may include the Oneida County Opioid Task Force or its associated entity, if requested and if appropriate. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
9. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County, State, or Federal requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent, or falsifies its records or reports, or if funds are found to be supplanting (duplicating) other Provider Agency funds, the County may terminate this Agreement effective immediately, or, at the County's option, effective at a later date, after sending notice of such termination to the Provider Agency.
  - 9.1 The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency's compliance with the terms and conditions herein.
  - 9.2 Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested.

Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

10. **SEVERABILITY:** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such finding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
11. **CHOICE OF LAW:** The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the County of Oneida State of New York.
12. **CONFIDENTIALITY:** The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any New York State or federal statute regulating such files. Information contained in these files shall be released only in accordance with such laws and further, upon the written consent of the client being served or to the County as outlined below.
  - 12.1 It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
  - 12.2 Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
    - a. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County. This means, among other things, that:
      - i. The Provider Agency shall only access confidential information for which there is a need to know; and
      - ii. The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
      - iii. The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
    - b. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
    - c. The Provider Agency shall report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held

in confidence to the extent permitted by law, including the name of the individual reporting the activities.

- d. The Provider Agency understands that the obligations under Section 12 of this Agreement will continue after termination of this Agreement and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- e. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency shall safeguard the confidentiality of all confidential information.
- f. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.

12.3 The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information: "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

13. **MANDATED REPORTING:** The Provider Agency and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or

maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Family and Community (Social) Services. The Provider Agency shall also notify the Commissioner of the OCDMH of any and all reports made to the Statewide Central Register.

14. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS:** To the fullest extent permitted by law, Provider Agency agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any equipment used by or furnished to Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
  
15. **INSURANCE:** The Provider Agency shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A-(excellent) rating by A. M. Best. Accepted proposals which do not require each of the following types of coverage, in the discretion of the County, may be permitted by the County to omit such type of coverage from the subsequent Agreement.
  - 15.1 Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
    - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - b. Oneida County, and all other parties required of Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.
    - c. Abuse and Molestation coverage must be included.
  
  - 15.2 Professional Liability/Errors and Omissions Coverage, with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- a. Coverage for review of cases and resulting Professional assessment.
- b. Coverage for Abuse and Molestation.

15.3 Automobile Liability:

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

15.4 Commercial Umbrella

- a. Umbrella limits must be at least \$5,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

15.5 Workers' Compensation and Employers Liability.

- a. Statutory limits apply.

16. **CERTIFICATE OF INSURANCE:** Prior to the start of any work the Provider Agency shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement (listing the County of Oneida at its principal offices) that is part of the Provider Agency's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this agreement. Provider Agency shall provide proof of disability insurance, where applicable, prior to the execution of this agreement.

17. **WAIVER OF SUBROGATION:** Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional



Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

18. **ASSIGNMENT:** Provider Agency is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Provider Agency's right, title, or interest in this agreement, or Provider Agency's power to execute this agreement, to any other person or entity without the previous consent in writing of the County.

19. **INDEPENDENT CONTRACTOR:**

19.1 It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they shall conduct themselves in accordance with such status, that they shall neither hold themselves out as, nor claim to be officers, employees, agents, or servants of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.

19.2 Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship, or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance workers' compensation, disability insurance or social security insurance (FICA). The Provider Agency shall indemnify and hold the County harmless from all loss liability incurred by the County as a result of the County not making such payments or withholdings.

19.3 If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

20. **ACCOUNT REPRESENTATIVE:** Provider Agency shall appoint, by name, a company representative who shall be responsible for servicing this agreement. The representative shall be responsible to provide the services required to ensure that the agreement would be administered in an organized systematic manner.

21. **MEDIA & ADVERTISING:**
- 21.1 **Advertising Award:** The Provider Agency must receive written approval from the County before advertising the award of the contract or the services to be provided under this agreement. The Provider Agency agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.
- 21.2 **Media:** The Provider Agency shall receive written approval from the County before utilizing the County seal and any other logo associated with the County. Final drafts of proposed media materials shall be submitted to the Department for consideration.
22. **EXTENSIONS AND AMENDMENTS:** In the event that the Provider Agency may require a budget extension or amendment to this Agreement, the Provider Agency shall express, in writing, why it is necessitated. The County shall provide a budget extension document(s) that Provider Agency shall complete in order for consideration of an amendment. It is expressly understood that any changes to this Agreement are at the sole discretion of the County.
23. **OWNERSHIP OF DOCUMENTS/WORK PRODUCT:** It is agreed that all finished or unfinished documents, data, or reports, prepared by Provider Agency under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
24. **APPROPRIATIONS:** This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
25. **GOVERNING LAW:** All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of laws. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Provider Agency consents to such jurisdiction.
26. **ENTIRE AGREEMENT:** It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof. Annexed hereto and made a part hereof as Appendix A (Standard Oneida County Contract Conditions), Appendix B (Provider Agency Budget), Appendix C (Oneida County Voucher), Appendix D (Oneida County Invoice), and Appendix E (Approved Uses) which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

27. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider Agency have signed this Agreement on the day and year first above written.

**COUNTY OF ONEIDA**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

By: Ashlee Thompson  
Ashlee L. Thompson  
Commissioner, Department of Mental Health

03/11/2024  
Date

**INTEGRATED COMMUNITY ALTERNATIVES NETWORK, INC.**

By: \_\_\_\_\_  
Dr. Lynn Kattato  
President, Board of Directors

3/8/24  
Date

By: Steven Bulger  
Steven Bulger  
Executive Director and CEO

3/21/24  
Date

Approved

By: \_\_\_\_\_  
Ellen Rayhill, Esq.  
Assistant County Attorney

## ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

### 1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

### 2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

### 3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;



- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;



request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

**2023 ONEIDA COUNTY OPIOID RESPONSE RFP  
APPROVED BUDGET**

APPLICANT NAME: <b>Integrated Community Alternatives Network (ICAN)</b>		PROPOSED BUDGET DURATION: <b>12 Months (FYD depending on grant)</b>		TOTAL AMOUNT REQUESTED: <b>\$ 346,000</b>		SUSTAINABILITY PLAN POST AWARD	
LINE ITEM #	AGENCY OR PROVIDER NAME	BASE SALARY/WAGE	% FTE	TOTAL ANNUAL AMOUNT ALLOCATED	DEFINITION OF INCLUDES STAFF RESPONSIBILITIES OR OTHER JUSTIFICATION	POSITIONS TO BE ASSIGNED THROUGH ICAN AND ESSENTIALLY GROW TO BE REIMBURSED THROUGH OTHER GRANT CONTRACT FUNDS (NO COSTS FROM ICAN)	POSITIONS TO BE ASSIGNED THROUGH ICAN AND ESSENTIALLY GROW TO BE REIMBURSED THROUGH OTHER GRANT CONTRACT FUNDS (NO COSTS FROM ICAN)
<b>SECTION 1 - PERSONNEL/LABOR</b>							
1A	Chief Executive Officer	\$ 171,000.00	1.00%	\$ 171,000.00	The Chief Executive Officer shall provide leadership and sustainability planning for the entire program, including all grant contracts, and manage the day-to-day operations of the program.	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).
1B	Director of Community Initiatives	\$ 75,000.00	1.00%	\$ 75,000.00	The Director of Community Initiatives shall provide oversight and management of all community-based initiatives, including all grant contracts, and manage the day-to-day operations of the program.	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).
1C	Public Health Director	\$ 65,000.00	1.00%	\$ 65,000.00	The Public Health Director shall provide oversight and management of all public health initiatives, including all grant contracts, and manage the day-to-day operations of the program.	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).
1D	Quality Prevention Unit Team Trainer	\$ 35,000.00	1.00%	\$ 35,000.00	The Quality Prevention Unit Team Trainer shall provide oversight and management of all quality prevention initiatives, including all grant contracts, and manage the day-to-day operations of the program.	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).
1E	Director of Quality Improvement	\$ 27,250.00	1.00%	\$ 27,250.00	The Director of Quality Improvement shall monitor quality assurance and RFP delivery, including all grant contracts, and manage the day-to-day operations of the program.	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).
1F	Data & Reporting Analyst	\$ 49,400.00	1.00%	\$ 49,400.00	The Data & Reporting Analyst shall collect and analyze data, including all grant contracts, and manage the day-to-day operations of the program.	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).
1G	Quality Prevention For First Responders	\$ 20,000.00	2.00%	\$ 40,000.00	The Quality Prevention For First Responders shall provide oversight and management of all quality prevention initiatives, including all grant contracts, and manage the day-to-day operations of the program.	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).	Positions will be assigned through ICAN and essentially grow to be reimbursed through other grant contract funds (no costs from ICAN).
<b>SECTION 2 - FRINGE BENEFITS</b>							
2A	ICA	\$ 19,950.00	4%	\$ 19,950.00	ICA at 7.65% of full-time salaries	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.
2B	Retirement	\$ 169,875.00	2%	\$ 169,875.00	Retirement at 7% of full-time salaries	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.
2C	Cost-of-Living Adjustment	\$ 169,875.00	2%	\$ 169,875.00	Cost-of-Living Adjustment at 3% of full-time salaries	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.
2D	Workers' Compensation	\$ 169,875.00	1%	\$ 169,875.00	Workers' Compensation at 2.5% of full-time salaries	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.
2E	Unemployment Insurance	\$ 169,875.00	1%	\$ 169,875.00	Unemployment Insurance at 2.5% of full-time salaries	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.
2F	Health and Life Insurance	\$ 169,875.00	10%	\$ 1,698,750.00	Health and Life Insurance at 10% of full-time salaries	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.
<b>SECTION 3 - OTHER NON-PERSONNEL EXPENSES</b>							
3A	New staff training costs	\$ 2,000.00	7%	\$ 2,000.00	\$1,000 per new staff member times 2 new positions and number identified in this proposal	One-time start-up cost	One-time start-up cost
3B	Travel for the Trainer	N/A	1%	\$ 3,990.00	Including Critical Prevention Trainer (C) and Project Manager	One-time start-up cost	One-time start-up cost
3C	Print the Trainer	N/A	0%	\$ 2,000.00	Plus \$200 one-time Program License Fee	One-time start-up cost	One-time start-up cost
<b>SECTION 4 - ADMINISTRATIVE EXPENSES</b>							
4A	Printing Costs @ 10%	\$ 169,875.00	0%	\$ 169,875.00	Not allowable if printed and for related items to contract	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.	Will increase by benefits to contract. Pre-existing positions shall have fringe paid for by ICAN. Future post-award funding may come from grant contract funds where appropriate.
<b>TOTAL PROPOSED BUDGET \$</b>				<b>300,000</b>			

Copy

Information Below To Be Complete Prior To Submission For Payment

VOUCHER
COUNTY OF ONEIDA
800 PARK AVENUE
UTICA NY 13501

Table with 4 columns: Code #, Account, P.O. #, Amount

Date of Payment

Department:

Claimant's Name:

Dept. #

Partial

Address:

Vendor #

Complete

1099

Index #

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated.

PURCHASE ORDER #

PURCHASE ORDER NUMBER-if a purchase order has been issued for the items charged, place the purchase order number in the space provided

Comptroller
Deputy Comptroller

Check No.

Main table with 6 columns: Date, Vendor's Invoice #, Quantity, Description of Materials or Services, Unit Price, Amount

Claimant's Certification

is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due.

xxxxxxxxxxxxxxxxxxxx Do Not Sign xxxxxx Copy xxxxxx Do not Sign xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Date Signature Title
Federal ID # Social Security #
(Space below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

Date Signature of Department Head

Resolution adopted by the Oneida County Board of Supervisors November 11, 1925.

That all persons or corporations having claims against the County of Oneida shall present the same to the County Comptroller for audit not later than the 15th day of succeeding month in which said claim accrued.

N.B.A. copy of the contract upon which the foregoing account is based should be attached.

IMPORTANT NOTICE: "CURRENT MSDS FOR CHEMICAL PRODUCTS MUST BE SUBMITTED WITH THIS ORDER. NON-PAYMENT OF CLAIM WILL RESULT UNTIL THE DOCUMENT IS RECEIVED."

## 2023 ONEIDA COUNTY OPIOID RESPONSE RFP PROJECT INVOICE

\*\*All invoices must be typed, have an original signature, and be accompanied by an Oneida County Voucher.\*\*

Agency Name:	
Agency Address:	
Agency Phone:	
Date of submission:	
Name/title of person submitting:	
Service date(s) period:	

Date of Service	Line Item #	Line Item Name	Description of Expenses	Amount (\$)
<b>TOTAL VOUCHER AMOUNT:</b>				0.00

**Signature of person submitting:** \_\_\_\_\_

*I certify that the above account in the amount is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied, that taxes, from which the municipality is exempt are not included, and that the amount claimed is actually due.*

## APPENDIX E

### Schedule C – Approved Uses

#### I. TREATMENT

##### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g.,

surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**



Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery

housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

#### D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

- b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
  3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
  4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## II. PREVENTION

### A. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of

Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

**B. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

C. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.



10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

### **III. OTHER STRATEGIES**

#### **A. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **B. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of

preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

### C. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### D. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

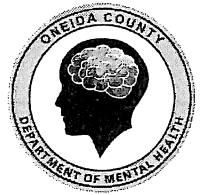
7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

E. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.



# ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH



ANTHONY J. PICENTE, JR.  
*County Executive*

ASHLEE L. THOMPSON  
*Commissioner*  
*Director of Community Services*

March 20, 2024

FN 20 24-166

Honorable Anthony J. Picente  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear County Executive,

The Oneida County Department of Mental Health has received a one-year grant from The New York Health Foundation in the amount of \$100,000.00. This grant titled Expanding Suicide Prevention Services to Veterans Across New York State will be used to enhance Veteran programming to the Oneida County Veterans and their families. Funds will be used to cover treatment costs, fund trainings to provide evidence-based care and treatment for veterans along with purchasing outreach supplies, etc.

I therefore request your Board's approval for the following 2024 Supplemental Appropriation:

**TO:**

A-4310-4310.495-170 – Other Expenses .....\$100,000.00

These Supplemental Appropriations will be fully funded by:

A-4310-4310-1625-000 – NYS – Mental Health Contributions....\$100,000.00

Thank you for kind attention to this request.

Very truly yours,

*Ashlee Thompson*

Ashlee L. Thompson, MHA, MSED, Master CASAC  
Commissioner of Mental Health  
Director of Community Services



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 3-20-24



NEW YORK HEALTH FOUNDATION: Improving the state of New York's health

September 25, 2023

Emily Ofalt  
Director of Adult Mental Health  
Oneida County Government  
800 Park Avenue, 9th Floor  
Utica, NY 13501

Grant Number: 23-14625

Dear Emily Ofalt:

I am pleased to inform you that the New York Health Foundation has approved a grant of \$100,000.00 to the Oneida County Government for the project, *Expanding Suicide Prevention Services to Veterans Across New York*. This project will leverage significant federal investments to expand access to suicide prevention services by increasing outreach to and engagement with veterans in high-need areas across New York State.

Grant funds are available over a 12-month period beginning December 1, 2023, through November 30, 2024. These funds are governed by the Terms and Conditions document that was signed by Anthony J. Picente, Jr, and dated August 18, 2023. NYHealth disburses all grant payments using an automated clearing house. The first payment on this grant will be transferred to your organization's bank account within the next two business weeks. Please see the accompanying Payment and Reporting Schedule for a detailed listing of all payment and report requirements related to this project.

Communication for this grant should be addressed to Derek Coy, Senior Program Officer, Veterans' Health, at NYHealth, who can be reached at (212) 292-7295 or [coy@nyhealthfoundation.org](mailto:coy@nyhealthfoundation.org).

On behalf of NYHealth, I extend our best wishes for the success of this endeavor.

Sincerely,

A handwritten signature in black ink that reads "David Sandman". The signature is fluid and cursive, with a long horizontal stroke at the end.

David Sandman, Ph.D.  
President and CEO

cc: Derek Coy  
Lamont Morales  
Maureen Cozine  
Stephany Fong



**Grant Payment and Reporting Schedule**  
*for*  
**Oneida County Government**  
 AKA/DBA:

<b>Grant ID:</b> 23-14625	<b>Grant Amount:</b> \$100,000.00
<b>Project Title:</b> <i>Expanding Suicide Prevention Services to Veterans Across New York</i>	
<b>Grant Start and End Dates:</b> December 1, 2023 through November 30, 2024	

The payments and reports schedule for this grant is detailed below. Scheduled payments are contingent upon reports received; it may be necessary to reschedule a grant payment if a report is delayed.

<b>Due Date</b>	<b>Report and Payment Schedule</b>
10/13/2023	Payment for \$80,000.00
5/1/2024	Interim Report(s)
1/7/2025	Final Report(s)
2/4/2025	Payment for \$20,000.00

**Submission of Reports:** All reports are submitted using NYHealth’s grantee portal. Information for accessing the grantee portal, report guidelines and forms are posted on the NYHealth website ([www.nyhealthfoundation.org](http://www.nyhealthfoundation.org)) in Tools for Grantees. Please refer to these guidelines when preparing your interim and final narrative and financial reports.

**Request for Budget Modifications:** Reallocation of the original approved budget line items may be permissible upon review and approval by the program officer of this grant. All requests for budget modifications must be submitted using the NYHealth Budget Modification form. To receive the form, please contact the Grants Management Department at [gm@nyhealthfoundation.org](mailto:gm@nyhealthfoundation.org)

**Request for No Cost Extensions:** If due to unexpected circumstances the project cannot be completed within the scheduled end date, a no cost extension may be requested. All requests for a no cost extension must be submitted using the NYHealth No Cost Extension form. To receive the form, please contact the Grants Management Department at [gm@nyhealthfoundation.org](mailto:gm@nyhealthfoundation.org)



NEW YORK HEALTH FOUNDATION: Improving the state of New York's health

Dear Grant Applicant:

In an effort to expedite the Foundation's due diligence process, we ask that each applicant read and agree to the following grant terms and conditions. If your project is selected for a grant these terms and conditions will be referenced in your award letter. Please note this document is neither an implication nor a guarantee of funding.

The following **TERMS AND CONDITIONS** apply to the use of The New York Health Foundation's (NYHealth) grant funds:

- A. Under United States law, NYHealth grant funds may be expended only for charitable, scientific, literary or educational purposes. This grant is made only for the purposes stated in your approved application and it is understood that these grant funds will be used for such purposes.
- B. Grantees, recognized by the Internal Revenue Service, as public charities, will not engage in any lobbying not permitted by section 501(c)(3) of the Internal Revenue Code (IRC), or, if applicable, IRC 501(h) and 4911.
- C. Organizations that are not recognized by the Internal Revenue Service as public charities can be awarded a grant from NYHealth for purposes as defined in Item A. Non-public charities are prohibited to use any of the funds to carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of section 4945(d)(1), and/or, to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of section 4945(d)(2). Non-public charities will be expected to maintain complete records of revenue and expenditures for the project, together with appropriate supporting documentation. Grant funds shall be maintained in a separate fund; this fund shall be shown separately in the organization's records.
- D. NYHealth reserves the right to discontinue, modify, withhold, or cancel any payments made under this grant award or to require a total or partial refund of any grant funds if, in NYHealth's sole discretion, such action is necessary. Prior to taking such action, NYHealth will discuss any issues or concerns with you.
- E. NYHealth grant reporting includes but is not limited to: (1) submission of an interim narrative and budget report (line item budgeted vs. actual), at the mid-term period of the grant cycle; (2) a final written report; and, (3) a final financial accounting (line item budgeted vs. actual), which has been certified correct by the responsible financial official of your organization. Both final reports are to be submitted no more than 30-days after the grant end date. Specific reporting requirements are documented in the Payment and Reporting Schedule which accompanies the grant award letter. All reports are to be submitted using NYHealth's online grantee portal. NYHealth also shall be furnished two copies of any publication, audio or video program, film or other media product produced by your organization under this grant for archival and/or research purposes.
- F. You will allow NYHealth to review and approve, prior to release, the text of any proposed publicity concerning this grant and any other materials produced with NYHealth grant funds. NYHealth may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in NYHealth's periodic public reports, newsletters, and news releases, and/or on the NYHealth website. If you wish to make your own press announcement, you must consult with your assigned NYHealth staff contact.
- G. NYHealth shall have the right to make and disseminate additional copies of any grant product. In addition, your organization hereby grants to NYHealth a license to disseminate on the NYHealth website and by any other communication approaches any product produced by your organization under this grant. NYHealth, at its sole discretion, shall have the right to use any products, materials, or information produced under this grant.



NEW YORK HEALTH FOUNDATION: Improving the state of New York's health

H. Any materials, products, publications or references developed, produced, or created within the scope of this project should include an upfront acknowledgement of support from the New York Health Foundation. NYHealth reserves the right to approve, prior to release, the placement of this acknowledgement, which should use the following language:

Support for this work was provided by the New York Health Foundation (NYHealth). The mission of NYHealth is to expand health insurance coverage, increase access to high-quality health care services, and improve public and community health. The views presented here are those of the authors and not necessarily those of the New York Health Foundation or its directors, officers, and staff.

I. NYHealth may monitor and conduct a review of operations under this grant, which may include a visit from NYHealth personnel to observe your program, discuss the program and finances with your personnel and review financial and other records and materials connected with the activities financed by the grant. At our expense, NYHealth may audit or have audited your grant-related books and records, and you shall provide all necessary assistance in connection therewith.

J. When applicable, you represent and warrant that any individually identifiable health information used or disclosed in connection with the grant will be obtained in compliance with applicable statutes and regulations regarding the privacy and security of such information, including but not limited to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. Section 201 et seq. (42 U.S.C. Section 1320d - 1320d-8), and that in any reporting to NYHealth such data will be de-identified within the meaning of the HIPAA privacy rule or will be otherwise permissible under law.

K. It is also understood that by signing this terms agreement your organization, if a 501(c)(3), confirms that there has been no change in its qualification as an organization exempt from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code or its classification as not a private foundation. If any change occurs, please notify NYHealth.

Please indicate your organization's agreement to such provisions by having two terms and conditions counter signed by an appropriate officer of your organization; retain a copy for your files and include one with your online application. If you have any questions regarding this document, please contact our Grants Manager, Lynn Fitzgerald-Tahsir, in writing at [tahsir@nyhealthfoundation.org](mailto:tahsir@nyhealthfoundation.org)

ACCEPTED AND AGREED:

County of Oneida
Organization Legal Name (from IRS Determination Letter, if applicable)
AKA Organization Name
By (Type or Print Name) Anthony J. Picente Jr.
Title County Executive
Signature [Handwritten Signature]
Telephone 315-768-3660 Email mentalhealth@ocgov.net
Date 8/18/2023

APPROVED ONEIDA COUNTY ATTORNEY [Signature] ASST ONEIDA COUNTY ATTORNEY



Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5738 Fax (315) 798-5218

February 29, 2024

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 24-167

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County Department of Family and Community Services, through its Office for the Aging and Continuing Care, and Charles T. Sitrin Health Care Center, Inc. (Sitrin) for the provision of its Social Adult Day Care Program.

The Sitrin Adult Day Care Services provides community based long term care services to the frail and elderly and assists consumers to delay or divert nursing home placement. The program provides a supervised and structured day program through physical and cognitive activities to foster independence and improve the participants' daily living skills and allow them to remain in their home longer.

This Agreement commences on January 1, 2024 and terminates on December 31, 2028. The total amount of this Agreement is \$426,400.00, which consists of 75% State (\$319,800.25) and 25% County (\$106,600.00) funding.

If this Agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further consideration.

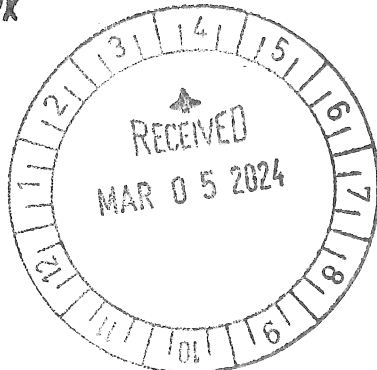
Sincerely,

*Colleen Fahy-Box*

Colleen Fahy-Box  
Commissioner

CFB/clh

Attachment



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

*Anthony J. Picente Jr.*  
\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

Date 3-5-24

Oneida Co. Department: DFCS/Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** Charles T. Sitrin Health Care Center, Inc.  
Tilden Avenue  
Box 1000  
New Hartford, New York 13413

**Title of Activity or Service:** Social Adult Day Care Program

**Proposed Dates of Operation:** January 1, 2024 through December 31, 2028

**Client Population/Number to be Served:** 10 Eligible Participants, Aged 60+ with Functional Impairment

**Summary Statements:**

**1) Narrative Description of Proposed Services**

Charles T. Sitrin Health Care Center, Inc. (Sitrin) Social Adult Day Care Program provides a full range of both physical and cognitive activities both on and off site. The program identifies individuals in the community who need socialization and structure. The program provides peer socialization, community involvement, exercise of the mind and body while providing supervision in a structured environment. Services include, but are not limited to, socialization, supervision and monitoring, personal care, nutrition, transportation between home and program, and community access.

**2) Program/Service Objectives and Outcomes:**

To provide maintenance and enhancement of daily living skills through a supervised and structured day program that will improve the participants ability to function independently and remain in their home, reducing costs associated with nursing home placement.

**3) Program Design and Staffing**

Sitrin has one dedicated full-time companion care aide assisting with activities and socialization. The Director is also allocated to 25% to the program and supervision of staffing. Should additional staffing be necessary to support registrants, the faculty can increase staffing levels from in house employees.

**Total Funding Requested:** \$426,400.00      **Account #:** A6772.495-670

**Oneida County Dept. Funding Recommendation:** \$426,400.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):**

Federal: 0% (\$0)      State: 75% (\$319,800.00)      County: 25% (\$106,600.00)

**Cost Per Client Served:** 2024: \$23.00/hour; 2025-2026: \$24.00/hour; 2027-2028: \$25.00/hour

**Past Performance Data:** Sitrin has been providing services to Oneida County since 2016.

**O.C. Department Staff Comments:** Contractor monitored regularly for compliance. All federal, state, and local program standards set forth by NYS and Oneida County DOFCS/OFA are met.

**THIS AGREEMENT** (hereinafter the “Agreement”), made and entered into by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter “County”), and **Charles T. Sitrin Health Care Center, Inc.** (hereinafter “Contractor”), a domestic not-for-profit corporation with offices at 108 Utica Road, Clinton, New York 13323. County and Contractor referred to herein individually as a “Party,” and collectively the “Parties.”

**WITNESSETH:**

**WHEREAS**, the County, through its Department of Family and Community Services’ Office for the Aging and Continuing Care (hereinafter “Department”), has the primary responsibility for the overall planning and coordination of County funds including the Federal Administration on Aging (AOA) – Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/Senior Health Insurance Program (SHIP), and County of Oneida funds;

**WHEREAS**, the County has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the County;

**WHEREAS**, the County will provide technical assistance, upon request, to assist the Contractor in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

**WHEREAS**, the Contractor is willing and able to perform the services required by this Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth herein, the Parties agree to as follows:

**1. TERM OF AGREEMENT**

The term and conditions of this Agreement shall commence January 1, 2024 and terminate December 31, 2028.

2. **SCOPE OF SERVICES**

A. The Contractor shall provide Social Adult Day Care Services and PCA II (collectively, the “Services”) to frail individuals as authorized by the County and its designated agents (“Consumers”). The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

- i. residing in rural areas,
- ii. with greatest economic need (with particular attention to low-income minority individuals);
- iii. with greatest social need (with particular attention to low-income minority individuals);
- iv. with severe disabilities; or
- v. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

B. The Contractor shall provide the Services in Oneida County.

C. The Contractor shall provide the Services pursuant to New York State laws, rules and regulations, including:

- i. The Social Adult Day Care Program Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR part 6654.20), which include:
  - (a) A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.
  - (b) “Functionally impaired” means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating; or needing supervision due to cognitive and/or psycho-social impairment.
  - (c) “Nutrition” means providing nutritious meals for Consumers who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the County; and offering snacks and liquids for all Consumers at appropriate times.

- ii. The PCA II Program Regulations, New York Executive Law, Chapter II Part 505.14 (18 NYCRR §505.14) and any New York State regulations promulgated thereunder for PCA II.
- D. The Contractor agrees that all Consumers shall receive Services only in accordance with an individualized written service plan that is based on the Comprehensive Assessment for Aging Network Community-Based Long Term Care Services (COMPASS) and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.
- E. The Contractor, upon approval of the County, shall provide PCA II services to Consumers when indicated in their care plan.
- F. As specified in State of New York's Social Adult Day Care Program Regulations, all of the Contractor's Services personnel, both paid and volunteer, shall attend six (6) hours of training annually, and new program employees or volunteers shall receive at least twenty hours of group, individual and/or on-the-job training.
- G. The Contractor's personnel shall keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.
- H. The Contractor and the County shall hold periodic coordinating meetings as needed.
- I. The Contractor and the County shall work cooperatively to develop comprehensive Services for Oneida County.

3. **PERFORMANCE OF SERVICES**

- A. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The Contractor shall use its best efforts to perform the Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for communications with the Consumer or the Consumer's representative in order to determine the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- B. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the

performance of the Services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable federal, state or local laws and regulations.

- C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

#### 4. **REIMBURSEMENT FOR SERVICES**

- A. It is agreed and understood by all Parties that the County shall reimburse the Contractor for the Services which are provided in accordance with the terms and conditions of this Agreement, CSEP, and the Caregiver Support III-E grants.
- B. A full day of programming is defined as five (5) hours and reimbursement shall include program, meals, and transportation. The Contractor may bill in half hour increments when the Consumer is attending less than five (5) hours per day.
  - i. For the year 2024, the County shall reimburse the Contractor \$23.00 per hour for each Consumer receiving a full day of programming, and \$11.50 per half hour for each Consumer attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed \$115.00 per Consumer, per day.
  - ii. For the years 2025 and 2026, the County shall reimburse the Contractor \$24.00 per hour for each Consumer receiving a full day of programming, and \$12.00 per half hour for each Consumer attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed \$120.00 per Consumer, per day.
  - iii. For the years 2027 and 2028, the County shall reimburse the Contractor \$25.00 per hour for each Consumer receiving a full day of programming, and \$12.50 per half hour for each Consumer attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed \$125.00 per Consumer, per day.
- C. Maximum payment to be paid by the County to the Contractor shall not exceed \$426,400.00 for the term of this Agreement.
  - i. For the time period of January 1, 2024 through December 31, 2024, total payment from the County to the Contractor shall not exceed \$85,280.00.
  - ii. For the time period of January 1, 2025 through December 31, 2025, total payment from the County to the Contractor shall not exceed \$85,280.00.
  - iii. For the time period of January 1, 2026 through December 31, 2026, total payment from the County to the Contractor shall not exceed \$85,280.00.

- iv. For the time period of January 1, 2027 through December 31, 2027, total payment from the County to the Contractor shall not exceed \$85,280.00.
- v. For the time period of January 1, 2028 through December 31, 2028, total payment from the County to the Contractor shall not exceed \$85,280.00.
- D. The County funds are contingent upon availability of state and County funding; reimbursement shall be made in monthly installments upon submission of a County voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as Appendix A.
- E. The County shall not be liable for any late fees or for any interest on late payments. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State and County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and County officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor by certified mail. In such an event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.
- F. The County reserves the right to withhold payment under this Agreement due to the Contractor's failure to properly perform its obligations under this Agreement. The County may withhold payment for including but not limited to:
  - i. defective Services;
  - ii. third party claims;
  - iii. failure of the Contractor to pay its subcontractors, if any;
  - iv. damage to the County; or
  - v. failure to carry out the Services in accordance with this Agreement.
- G. It is understood and agreed that the County shall not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of this Agreement.
- H. Any change in rates shall be submitted by the Contractor in writing and shall be subject to the sole discretion and approval of the Department's Commissioner.

5. **NO CLAIM FOR DAMAGE**

The Contractor shall make no claim for damages for delay of reimbursement due to an act or omission by the County.

6. **EXPENSES**

The Contractor is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services, and other general operating expenses other than those costs specifically detailed in the Contractor's Cost Proposal.

7. **TRAINING**

The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein and shall be solely responsible for the cost of the same.

8. **NON ASSIGNMENT CLAUSE**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the County.

9. **SUBCONTRACTS**

- A. A subcontractor is a person who has an agreement with the Contractor to perform any of the Services.
- B. The Contractor shall furnish to the County, prior to the execution of this Agreement, a list of names of subcontractors to whom the Contractor proposes to award any portion of the Services. The County shall be provided a copy of any and all agreement(s) between the Contractor and any subcontractors regarding the award of any portion of the Services within ten (10) days of their final execution.
- C. Any agreements between the Contractor and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

10. **INDEPENDENT CONTRACTOR STATUS**



- A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The Contractor warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.
- C. The Contractor's Assistants shall not be eligible for compensation from the County due to:
- i. illness;
  - ii. absence due to normal vacation;
  - iii. absence due to attendance at school or special training or a professional convention or meeting.
- D. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.
- E. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

- F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- G. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

11. **STANDARD ASSURANCES**

- A. The Contractor shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, AOA, the NYSOFA, and the County, more fully described in Appendix B.
- B. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)
- C. The Contractor shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).
- D. The Contractor shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
- E. The Contractor agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Department. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font

or underlined (i.e., “*This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.*”). The Contractor shall forward copies of all materials to the County at the end of each month.

- F. The County shall conduct a program review to ensure that the Contractor is in compliance with all standards and regulations as set forth in this Agreement.

## 12. **NYSOFA TERMS AND CONDITIONS**

- A. The Contractor agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:
- i. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
  - ii. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
  - iii. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
  - iv. Older Americans Act (42 U.S.C. 3001, et seq.)
  - v. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
  - vi. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
  - vii. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
  - viii. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
  - ix. The NYSOFA’S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
  - x. Elder Law

- B. The Contractor, to the extent it has discretion regarding to whom it will provide Services, shall provide Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such Services, and to meet specific objectives established by the County for providing Services to the above groups within Oneida County. The Contractor shall concentrate the Services on older adults in the targeted populations identified by the County following the methods the County has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.
- C. The Contractor shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at Service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation service provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
- D. To the extent that the Agreement with the County is for a program or service funded under the County's Area Plan, the Contractor agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The County agrees to make the Area Plan available to the Contractor.
- E. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Services; and meet specific objectives established by the County, for providing Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

13. **GRIEVANCE PROCEDURES**

The Contractor shall implement the Department's Grievance Procedures as required by the NYSOFA. The written procedures are attached in Appendix C.

14. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

- A. The Contractor shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).
- B. The Contractor shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Department's Voucher Instructions for Units of Service Contracts, attached as Appendix A.
- C. The County shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Department funded Services. Any contributions received by the Contractor directly from a Consumer who receives Department funded Services will be reported to the County and deducted from monthly vouchers by the Contractor.
- D. The Contractor shall report to the County any and all additional moneys or program income (contributions, donations) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a County grant supported activity, or earned as a result of the County grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.
- E. The Contractor shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.
- F. The County shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.
- G. The Contractor shall agree to have an independent audit conducted for the contracted program if it has provided the Services to the County for two (2) years or more. A copy of the audit shall be submitted to the County upon completion of the program/fiscal audit conducted by the outside auditor.
- H. The Contractor shall maintain fiscal records for six (6) years and shall make them available for County review upon request.
- I. The Contractor shall cooperate with the close-out audit that is required when the Agreement is terminated.
- J. The Contractor shall follow close-out procedures administered by the County in accordance with the 45 C.F.R. §75, et seq.

15. **INDEMNIFICATION**

- A. The obligations of the Contractor under this section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.
- B. The Contractor shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from or out of the Services of the Contractor and its agents, servants or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of the Agreement.
- C. The Contractor shall be solely responsible for all physical injuries or death to its Assistants, agents, servants or volunteers, or to any other person or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, officers, trustees, servants or subcontractors, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the Contractor, its Assistants, officers, trustees, agents, servants, volunteers or subcontractors. The Contractor shall be solely responsible for the safety and protection of all of its Assistants, volunteers or other agents whether due to the negligence, fault or default of the Contractor or not.

16. **INSURANCE REQUIREMENTS**

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York for the full term of this Agreement. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.
- B. Commercial General Liability Insurance (CGL): The Contractor shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than \$1,000,000.00 per occurrence and such insurance shall not be less than \$3,000,000.00 annual aggregate. The Contractor shall have the County added to said

insurance policy and/or policies as a named additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

- i. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
  - ii. The CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury,
  - iii. Abuse and molestation coverage must be included,
  - iv. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
  - v. The Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of this Agreement and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.
- C. Business Automobile Liability Insurance: The Contractor shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount not less than 1,000,000.00 for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The Contractor shall have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.
- D. Professional Liability Insurance: The Contractor shall, during the term of this Agreement maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. Coverage must also include review of cases and resulting professional assessment and coverage for abuse and molestation.
- E. Excess/Umbrella Liability Insurance: The Contractor shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than \$5,000,000.00 and must extend over the Professional Liability coverage. The Contractor shall have the County added to said insurance policies as a named additional insured, on a primary, non-

contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

- F. Workers' Compensation and Employer's Liability Insurance: The Contractor shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.
- G. Prior to the start of any Services, the Contractor shall provide certificates of insurance to the County. The certificates shall be on forms approved by the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- H. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy, Business Automobile Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- I. The Contractor shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the Contractor in the above Insurance Requirement paragraphs.
- J. Reimbursement to the Contractor may be suspended in the event that the Contractor or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.
- K. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.



17. **REPORTING REQUIREMENTS**

- A. The County shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the definition of Services, May 2022, as established by the NYSOFA (22-PI-07).
- B. The Contractor shall provide the County with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.
- C. The Contractor shall maintain appropriate Consumer records on each EISEP Consumer who receives Services through this program; the County shall have access to the Consumer records upon request; the County shall have ownership of all Consumer's records and files.
- D. The Contractor shall comply with policies ensuring Consumer confidentiality, as established by the County, when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective Service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.
- E. The Contractor shall provide the County with required monthly, periodic, and/or special reports and shall submit all reports to the County by the dates specified.

18. **COORDINATION REQUIREMENTS**

- A. The Contractor and the County shall coordinate referrals.
- B. The Contractor and the County shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.
- C. The Contractor shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

19. **AGREEMENT CANCELLATION**

- A. This Agreement may be cancelled by the County for failure by the Contractor to comply with the terms and conditions of this Agreement. The Contractor shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.
- B. The Contractor agrees that in the event of termination, for any reason, said Party shall make a full and final accounting of all funds received and monies expended under the

Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the County.

- C. The Contractor shall coordinate with the County and other providers to ensure that any break in service to Consumers shall not be detrimental to the Consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumers' behalf.

20. **ENTIRE AGREEMENT**

The terms of this Agreement, including Appendix A (Oneida County Office for the Aging Voucher Instructions), Appendix B (New York State Regulations), Appendix C (Oneida County Office for the Aging Grievance Procedures), Appendix D (Standard Oneida County Conditions Addendum), and the Oneida County Department of Family and Community Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration or modification of any provision of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

21. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

22. **CHOICE OF LAW/FORUM**

- A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

23. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representation, successors and assigns.

24. **NON WAIVER**

No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

25. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. **AUTHORITY TO ACT/SIGN**

The Contractor hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the Contractor of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Contractor; no other action on the part of the Contractor or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Contractor to enter into this Agreement, or to consummate the transactions contemplated herein.

27. **ADVICE OF COUNSEL**

Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date respectively stated.

**County of Oneida**

By: \_\_\_\_\_  
Anthony J. Picente, Jr., County Executive

\_\_\_\_\_  
Date

\*\*\*\*\*

**Department of Family and Community Services**

By: \_\_\_\_\_  
Colleen Fahy-Box, Commissioner

\_\_\_\_\_  
Date

\*\*\*\*\*

**Charles T. Sitrin Health Care Center, Inc.**

By: Christa L. Serafin  
Christa L. Serafin, Chief Executive Officer

2/29/24  
Date

\*\*\*\*\*

**Approved:**

By: \_\_\_\_\_  
Maryangela Scalzo, Deputy County Attorney

\_\_\_\_\_  
Date

## APPENDIX A

### Oneida County Office for the Aging Voucher Instructions for Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** *leave blank*
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.
9. **Changes to the Budget** (including personnel):
  - ✓ Submit a Budget Revision and a justification for the change.
10. **Technical Assistance:**
  - ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Keith Heitzman—[kheitzman@ocgov.net](mailto:kheitzman@ocgov.net)

Jennifer Cuda—[jcuda@ocgov.net](mailto:jcuda@ocgov.net)

## APPENDIX B

### Statutes, Regulations, and Policies of the Federal Department of Health and Human Services, AOA, the NYSOFA, and Oneida County

Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et seq.)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchapter VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
Code of Federal Regulations CFR)  
    45 CFR 75 (Administration of Grants)  
    45 CFR 84 (Nondiscrimination on the abasis of Handicap)  
45 CFR 92 (Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability)  
    45 CFR 93 (New Restrictions on Lobbying)  
    45 CFR 1321, Subparts A D (Grants to State and Community Programs on Aging)  
45 CFR 1321.61 (b)(4) (Advocacy responsibilities of the area agency)  
7 C.F.R. Part 250.68 et seq. (Nutrition Services Incentive Program (NSIP))  
Office of Management and Budget (OMB)  
    OMB Circular A 87 (Cost Principles for State and Local Governments)  
OMB Circular A 95 (Coordination of Federal, State, and Local Programs), also found in 7 CFR § 22.305  
OMB Circular A 102 (Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments)  
OMB Circular A 110 (Uniform Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non profit Organizations)  
    OMB Circular A 122 (Cost Principles for Non profit Organizations)  
    OMB Circular A-128 (Audits of State and Local Governments)  
    OMB Circular A 133 (Audits of State and Local Government and Non-Profit Organizations)  
    Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Executive Law of New York State  
    Article 15 (State Human Rights Law)  
    Article 15A (Minority/Women's Business contract Requirements)  
    Article 7 A (Solicitation and Collection of Funds for Charitable Purposes)  
New York State Executive Orders  
    Governor's 1960 Code of Fair Practices  
Executive Order No. 6, issued February 18, 1983 (Ensuring equal employment opportunity for minorities, women, disabled persons and Vietnam era veterans in State government)  
Executive Order No. 19, issued May 31, 1983 (Policy Statement on Sexual Harassment in the Workplace)  
Executive Order No. 28 (Prohibiting discrimination based on Sexual Orientation)  
Article 19 J of the Executive Law  
New York State Office for the Aging Rules and Regulations, NYCRR Title 9, Subchapter Y  
9 NYCRR 6651 et seq. (Social and Nutrition Services for the Elderly, EISEP Program Standards)  
    9 NYCRR 6654.20 (Social Adult Day Care Programs)  
New York State Office for the Aging Program Instructions  
    19 PI 26 (Nutrition Program Standards)  
    94 PI 52 (Legal Assistance Standards)

## APPENDIX C

### Oneida County Office for the Aging Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### **Denial of Service or Client's Dissatisfaction of Service**

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, and reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

### Grievance Process

#### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied. The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

#### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

### **Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

### **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.



## Appendix D

### ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## 5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.



6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5738 Fax (315) 798-5218

March 18, 2024

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 24-168

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County Department of Family and Community Services, through its Office for the Aging and Continuing Care, and Resource Center for Independent Living, Inc. (RCIL) for the provision of its Social Adult Day Care Program.

RCIL provides community based long term care services to the frail and elderly and assists consumers to delay or divert nursing home placement. The program provides a supervised and structured day program through physical and cognitive activities to foster independence and improve the participants' daily living skills and allow them to remain in their home longer.

This Agreement commences on January 1, 2024 and terminates on December 31, 2028. The total amount of this Agreement is \$858,173.00, which consists of 75% State (\$643,629.75) and 25% County (\$214,543.25) funding.

If this Agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further consideration.

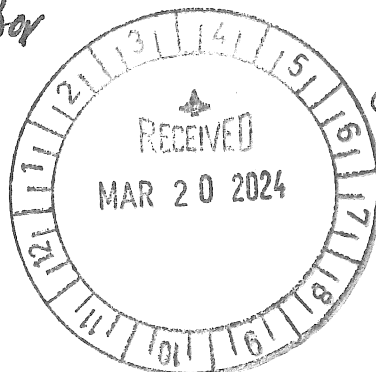
Sincerely,

*Colleen Fahy-Box*

Colleen Fahy-Box  
Commissioner

CFB/clh

Attachment



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*

Anthony J. Picente, Jr.  
County Executive

Date 3-20-24



Oneida Co. Department: DFCS/Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** Resource Center for Independent Living, Inc.  
131 Genesee Street  
P.O. Box 210  
Utica, New York 13501

**Title of Activity or Service:** Social Adult Day Care Program

**Proposed Dates of Operation:** January 1, 2024 through December 31, 2028

**Client Population/Number to be Served:** Up to 50 Participants, Aged 60+ with Functional Impairment

**Summary Statements:**

**1) Narrative Description of Proposed Services**

Recourse Center for Independent Living, Inc. (RCIL) provides aging individuals with functional limitations services in a stimulating and highly interactive environment Monday through Friday 9am to 3pm. Participants receive supervision, encouragement, personal care, nutritious meals and snacks, and door to door transportation. RCIL offers a wide variety of activities for participants to choose from based on their personal interests and preferences.

**2) Program/Service Objectives and Outcomes:**

RCIL provides services to seniors with functional limitations so that they are able to stay at home in their community with families avoiding and/or delaying unnecessary institutional placement while also providing respite and other supports for caregivers.

**3) Program Design and Staffing**

The Program Director oversees all aspects and administration of the program. The Habilitation Coordinator screens new participants and manages the intake process. There are 4 Program Aids, 3 of which are Personal Care Aid (PCA) Certified, who provide direct assistance and personal care to participants. The Activity Aide Specialist develops and implements skill and leisure activities. Staff also consists of a driver who provides door to door transportation and a cook, who prepares the nutritious and balanced lunch for participants.

**Total Funding Requested:** \$858,173.00      **Account #:** A6772.495-670

**Oneida County Dept. Funding Recommendation:** \$858,173.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):**

Federal: 0% (\$0)      State: 75% (\$643,629.75)      County: 25% (\$214,543.25)

**Cost Per Client Served:** 2024: \$23.00/hour; 2025-2026: \$24.00/hour; 2027-2028: \$25.00/hour

**Past Performance Data:** RCIL has provided Social Adult Day Care services since 1984.

**O.C. Department Staff Comments:** Contractor monitored regularly for compliance. All federal, state, and local program standards set forth by NYS and Oneida County DOFCS/OFA are met.

**THIS AGREEMENT** (hereinafter the “Agreement”), made and entered into by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter “County”), and **Resource Center for Independent Living, Inc.** (hereinafter “Contractor”), a domestic not-for-profit corporation with offices at 131 Genesee Street, Utica, New York 13501. County and Contractor referred to herein individually as a “Party,” and collectively the “Parties.”

**WITNESSETH:**

**WHEREAS**, the County, through its Department of Family and Community Services’ Office for the Aging and Continuing Care (hereinafter “Department”), has the primary responsibility for the overall planning and coordination of County funds including the Federal Administration on Aging (AOA) – Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/Senior Health Insurance Program (SHIP), and County of Oneida funds;

**WHEREAS**, the County has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the County;

**WHEREAS**, the County will provide technical assistance, upon request, to assist the Contractor in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

**WHEREAS**, the Contractor is willing and able to perform the services required by this Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth herein, the Parties agree to as follows:

**1. TERM OF AGREEMENT**

The term and conditions of this Agreement shall commence January 1, 2024 and terminate December 31, 2028.

2. **SCOPE OF SERVICES**

A. The Contractor shall provide Social Adult Day Care Services and PCA II (collectively, the “Services”) to frail individuals as authorized by the County and its designated agents (“Consumers”). The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

- i. residing in rural areas,
- ii. with greatest economic need (with particular attention to low-income minority individuals);
- iii. with greatest social need (with particular attention to low-income minority individuals);
- iv. with severe disabilities; or
- v. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

B. The Contractor shall provide the Services in Oneida County.

C. The Contractor shall provide the Services pursuant to New York State laws, rules and regulations, including:

- i. The Social Adult Day Care Program Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR part 6654.20), which include:
  - (a) A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.
  - (b) “Functionally impaired” means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating; or needing supervision due to cognitive and/or psychosocial impairment.
  - (c) “Nutrition” means providing nutritious meals for Consumers who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the County; and offering snacks and liquids for all Consumers at appropriate times.

- ii. The PCA II Program Regulations, New York Executive Law, Chapter II Part 505.14 (18 NYCRR §505.14) and any New York State regulations promulgated thereunder for PCA II.
- D. The Contractor agrees that all Consumers shall receive Services only in accordance with an individualized written service plan that is based on the Comprehensive Assessment for Aging Network Community-Based Long Term Care Services (COMPASS) and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.
- E. The Contractor, upon approval of the County, shall provide PCA II services to Consumers when indicated in their care plan.
- F. As specified in State of New York's Social Adult Day Care Program Regulations, all of the Contractor's Services personnel, both paid and volunteer, shall attend six (6) hours of training annually, and new program employees or volunteers shall receive at least twenty hours of group, individual and/or on-the-job training.
- G. The Contractor's personnel shall keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.
- H. The Contractor and the County shall hold periodic coordinating meetings as needed.
- I. The Contractor and the County shall work cooperatively to develop comprehensive Services for Oneida County.

### 3. **PERFORMANCE OF SERVICES**

- A. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The Contractor shall use its best efforts to perform the Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for communications with the Consumer or the Consumer's representative in order to determine the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- B. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the

performance of the Services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable federal, state or local laws and regulations.

- C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

4. **REIMBURSEMENT FOR SERVICES**

- A. It is agreed and understood by all Parties that the County shall reimburse the Contractor for the Services which are provided in accordance with the terms and conditions of this Agreement, CSEP, and the Caregiver Support III-E grants.
- B. A full day of programming is defined as five (5) hours and reimbursement shall include program, meals, and transportation. The Contractor may bill in half hour increments when the Consumer is attending less than five (5) hours per day.
  - i. For the year 2024, the County shall reimburse the Contractor \$23.00 per hour for each Consumer receiving a full day of programming, and \$11.50 per half hour for each Consumer attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed \$115.00 per Consumer, per day.
  - ii. For the years 2025 and 2026, the County shall reimburse the Contractor \$24.00 per hour for each Consumer receiving a full day of programming, and \$12.00 per half hour for each Consumer attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed \$120.00 per Consumer, per day.
  - iii. For the years 2027 and 2028, the County shall reimburse the Contractor \$25.00 per hour for each Consumer receiving a full day of programming, and \$12.50 per half hour for each Consumer attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed \$125.00 per Consumer, per day.
- C. Maximum payment to be paid by the County to the Contractor shall not exceed \$858,173.00 for the term of this Agreement.
  - i. For the time period of January 1, 2024 through December 31, 2024, total payment from the County to the Contractor shall not exceed \$157,838.00.
  - ii. For the time period of January 1, 2025 through December 31, 2025, total payment from the County to the Contractor shall not exceed \$164,384.00.
  - iii. For the time period of January 1, 2026 through December 31, 2026, total payment from the County to the Contractor shall not exceed \$171,299.00.

- iv. For the time period of January 1, 2027 through December 31, 2027, total payment from the County to the Contractor shall not exceed \$178,524.00.
- v. For the time period of January 1, 2028 through December 31, 2028, total payment from the County to the Contractor shall not exceed \$186,128.00.
- D. The County funds are contingent upon availability of state and County funding; reimbursement shall be made in monthly installments upon submission of a County voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as Appendix A.
- E. The County shall not be liable for any late fees or for any interest on late payments. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State and County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and County officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor by certified mail. In such an event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.
- F. The County reserves the right to withhold payment under this Agreement due to the Contractor's failure to properly perform its obligations under this Agreement. The County may withhold payment for including but not limited to:
  - i. defective Services;
  - ii. third party claims;
  - iii. failure of the Contractor to pay its subcontractors, if any;
  - iv. damage to the County; or
  - v. failure to carry out the Services in accordance with this Agreement.
- G. It is understood and agreed that the County shall not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of this Agreement.
- H. Any change in rates shall be submitted by the Contractor in writing and shall be subject to the sole discretion and approval of the Department's Commissioner.

5. **NO CLAIM FOR DAMAGE**

The Contractor shall make no claim for damages for delay of reimbursement due to an act or omission by the County.

6. **EXPENSES**

The Contractor is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services, and other general operating expenses other than those costs specifically detailed in the Contractor's Cost Proposal.

7. **TRAINING**

The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein and shall be solely responsible for the cost of the same.

8. **NON ASSIGNMENT CLAUSE**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the County.

9. **SUBCONTRACTS**

- A. A subcontractor is a person who has an agreement with the Contractor to perform any of the Services.
- B. The Contractor shall furnish to the County, prior to the execution of this Agreement, a list of names of subcontractors to whom the Contractor proposes to award any portion of the Services. The County shall be provided a copy of any and all agreement(s) between the Contractor and any subcontractors regarding the award of any portion of the Services within ten (10) days of their final execution.
- C. Any agreements between the Contractor and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

10. **INDEPENDENT CONTRACTOR STATUS**

- A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The Contractor warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.
- C. The Contractor's Assistants shall not be eligible for compensation from the County due to:
- i. illness;
  - ii. absence due to normal vacation;
  - iii. absence due to attendance at school or special training or a professional convention or meeting.
- D. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.
- E. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.



- F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- G. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

11. **STANDARD ASSURANCES**

- A. The Contractor shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, AOA, the NYSOFA, and the County, more fully described in Appendix B.
- B. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)
- C. The Contractor shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).
- D. The Contractor shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
- E. The Contractor agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Department. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font

or underlined (i.e., “*This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.*”). The Contractor shall forward copies of all materials to the County at the end of each month.

- F. The County shall conduct a program review to ensure that the Contractor is in compliance with all standards and regulations as set forth in this Agreement.

## 12. NYSOFA TERMS AND CONDITIONS

- A. The Contractor agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:
  - i. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
  - ii. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
  - iii. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
  - iv. Older Americans Act (42 U.S.C. 3001, et seq.)
  - v. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
  - vi. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
  - vii. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
  - viii. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
  - ix. The NYSOFA’S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
  - x. Elder Law

- B. The Contractor, to the extent it has discretion regarding to whom it will provide Services, shall provide Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such Services, and to meet specific objectives established by the County for providing Services to the above groups within Oneida County. The Contractor shall concentrate the Services on older adults in the targeted populations identified by the County following the methods the County has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.
- C. The Contractor shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at Service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation service provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
- D. To the extent that the Agreement with the County is for a program or service funded under the County's Area Plan, the Contractor agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The County agrees to make the Area Plan available to the Contractor.
- E. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Services; and meet specific objectives established by the County, for providing Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

13. **GRIEVANCE PROCEDURES**

The Contractor shall implement the Department's Grievance Procedures as required by the NYSOFA. The written procedures are attached in Appendix C.

14. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

- A. The Contractor shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).
- B. The Contractor shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Department's Voucher Instructions for Units of Service Contracts, attached as Appendix A.
- C. The County shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Department funded Services. Any contributions received by the Contractor directly from a Consumer who receives Department funded Services will be reported to the County and deducted from monthly vouchers by the Contractor.
- D. The Contractor shall report to the County any and all additional moneys or program income (contributions, donations) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a County grant supported activity, or earned as a result of the County grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.
- E. The Contractor shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.
- F. The County shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.
- G. The Contractor shall agree to have an independent audit conducted for the contracted program if it has provided the Services to the County for two (2) years or more. A copy of the audit shall be submitted to the County upon completion of the program/fiscal audit conducted by the outside auditor.
- H. The Contractor shall maintain fiscal records for six (6) years and shall make them available for County review upon request.
- I. The Contractor shall cooperate with the close-out audit that is required when the Agreement is terminated.
- J. The Contractor shall follow close-out procedures administered by the County in accordance with the 45 C.F.R. §75, et seq.

15. **INDEMNIFICATION**

- A. The obligations of the Contractor under this section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.
- B. The Contractor shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from or out of the Services of the Contractor and its agents, servants or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of the Agreement.
- C. The Contractor shall be solely responsible for all physical injuries or death to its Assistants, agents, servants or volunteers, or to any other person or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, officers, trustees, servants or subcontractors, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the Contractor, its Assistants, officers, trustees, agents, servants, volunteers or subcontractors. The Contractor shall be solely responsible for the safety and protection of all of its Assistants, volunteers or other agents whether due to the negligence, fault or default of the Contractor or not.

16. **INSURANCE REQUIREMENTS**

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York for the full term of this Agreement. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.
- B. Commercial General Liability Insurance (CGL): The Contractor shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than \$1,000,000.00 per occurrence and such insurance shall not be less than \$3,000,000.00 annual aggregate. The Contractor shall have the County added to said

insurance policy and/or policies as a named additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

- i. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
- ii. The CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury,
- iii. Abuse and molestation coverage must be included,
- iv. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
- v. The Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of this Agreement and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

- C. Business Automobile Liability Insurance: The Contractor shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount not less than 1,000,000.00 for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The Contractor shall have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.
- D. Professional Liability Insurance: The Contractor shall, during the term of this Agreement maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. Coverage must also include review of cases and resulting professional assessment and coverage for abuse and molestation.
- E. Excess/Umbrella Liability Insurance: The Contractor shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than \$5,000,000.00 and must extend over the Professional Liability coverage. The Contractor shall have the County added to said insurance policies as a named additional insured, on a primary, non-

contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

- F. Workers' Compensation and Employer's Liability Insurance: The Contractor shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.
- G. Prior to the start of any Services, the Contractor shall provide certificates of insurance to the County. The certificates shall be on forms approved by the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- H. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy, Business Automobile Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- I. The Contractor shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the Contractor in the above Insurance Requirement paragraphs.
- J. Reimbursement to the Contractor may be suspended in the event that the Contractor or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.
- K. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

17. **REPORTING REQUIREMENTS**

- A. The County shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the definition of Services, May 2022, as established by the NYSOFA (22-PI-07).
- B. The Contractor shall provide the County with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.
- C. The Contractor shall maintain appropriate Consumer records on each EISEP Consumer who receives Services through this program; the County shall have access to the Consumer records upon request; the County shall have ownership of all Consumer's records and files.
- D. The Contractor shall comply with policies ensuring Consumer confidentiality, as established by the County, when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective Service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.
- E. The Contractor shall provide the County with required monthly, periodic, and/or special reports and shall submit all reports to the County by the dates specified.

18. **COORDINATION REQUIREMENTS**

- A. The Contractor and the County shall coordinate referrals.
- B. The Contractor and the County shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.
- C. The Contractor shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

19. **AGREEMENT CANCELLATION**

- A. This Agreement may be cancelled by the County for failure by the Contractor to comply with the terms and conditions of this Agreement. The Contractor shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.
- B. The Contractor agrees that in the event of termination, for any reason, said Party shall make a full and final accounting of all funds received and monies expended under the



Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the County.

- C. The Contractor shall coordinate with the County and other providers to ensure that any break in service to Consumers shall not be detrimental to the Consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumers' behalf.

20. **ENTIRE AGREEMENT**

The terms of this Agreement, including Appendix A (Oneida County Office for the Aging Voucher Instructions), Appendix B (New York State Regulations), Appendix C (Oneida County Office for the Aging Grievance Procedures), Appendix D (Standard Oneida County Conditions Addendum), , and the Oneida County Department of Family and Community Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration or modification of any provision of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

21. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

22. **CHOICE OF LAW/FORUM**

- A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

23. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representation, successors and assigns.

24. **NON WAIVER**

No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

25. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. **AUTHORITY TO ACT/SIGN**

The Contractor hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the Contractor of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Contractor; no other action on the part of the Contractor or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Contractor to enter into this Agreement, or to consummate the transactions contemplated herein.

27. **ADVICE OF COUNSEL**

Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date respectively stated.

**County of Oneida**

By: \_\_\_\_\_  
Anthony J. Picente, Jr., County Executive

\_\_\_\_\_ Date

\*\*\*\*\*

**Department of Family and Community Services**

By: Colleen Fahy-Box  
Colleen Fahy-Box, Commissioner

3/20/24  
Date

\*\*\*\*\*

**Resource Center for Independent Living, Inc.**

By: Zvia McCormick  
Zvia McCormick, Executive Director

3/12/24  
Date

\*\*\*\*\*

**Approved:**

By: \_\_\_\_\_  
Maryangela Scalzo, Deputy County Attorney

\_\_\_\_\_ Date

## APPENDIX A

### Oneida County Office for the Aging **Voucher Instructions** **For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.

- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. **Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. **Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Keith Heitzman—[kheitzman@ocgov.net](mailto:kheitzman@ocgov.net)

Jennifer Cuda—[jcuda@ocgov.net](mailto:jcuda@ocgov.net)

## APPENDIX B

Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et seq.)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchapter VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
Code of Federal Regulations CFR)  
    45 CFR 75 (Administration of Grants)  
    45 CFR 84 (Nondiscrimination on the abasis of Handicap)  
    45 CFR 92 (Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability)  
    45 CFR 93 (New Restrictions on Lobbying)  
    45 CFR 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
    45 CFR 1321.61 (b)(4) (Advocacy responsibilities of the area agency)  
    7 C.F.R. Part 250.68 et seq. (Nutrition Services Incentive Program (**NSIP**))  
Office of Management and Budget (OMB)  
    OMB Circular A-87 (Cost Principles for State and Local Governments)  
    OMB Circular A-95 (Coordination of Federal, State, and Local Programs), also found in 7 CFR § 22.305  
    OMB Circular A-102 (Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments)  
    OMB Circular A-110 (Uniform Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
    OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
    OMB Circular A-128 (Audits of State and Local Governments)  
    OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Executive Law of New York State  
    Article 15 (State Human Rights Law)  
    Article 15A (Minority/Women's Business contract Requirements)  
    Article 7-A (Solicitation and Collection of Funds for Charitable Purposes)  
New York State Executive Orders  
    Governor's 1960 Code of Fair Practices  
    Executive Order No. 6, issued February 18, 1983 (Ensuring equal employment opportunity for minorities, women, disabled persons and Vietnam era veterans in State government)  
    Executive Order No. 19, issued May 31, 1983 (Policy Statement on Sexual Harassment in the Workplace)  
    Executive Order No. 28 (Prohibiting discrimination based on Sexual Orientation)  
Article 19 J of the Executive Law  
New York State Office for the Aging Rules and Regulations, NYCRR Title 9, Subchapter Y  
    9 NYCRR 6651 et seq. (Social and Nutrition Services for the Elderly, EISEP Program Standards)  
    9 NYCRR 6654.20 (Social Adult Day Care Programs)  
New York State Office for the Aging Program Instructions

19-PI-26 (Nutrition Program Standards)  
94-PI-52 (Legal Assistance Standards)

## APPENDIX C

### **Oneida County Office for the Aging Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### **Denial of Service or Client's Dissatisfaction of Service**

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, and reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

### **Grievance Process**

#### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

#### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

#### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.



- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

**Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

**Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

**APPENDIX D**

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  11. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form **111** "Disclosure Form to Report Lobbying," in accordance with its instructions.
  111. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

11. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5)

calendar days after such conviction;

- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

11. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

11. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - I. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  111. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

11. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received

by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

11. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

111. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the



Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the

purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six

(6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory.

The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or

former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter

"OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  11. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:

1. Upon all real property owned or leased by the County of Oneida; and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW§ 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5738 Fax (315) 798-5218

March 18, 2024

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 24-169

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County Department of Family and Community Services, through its Office for the Aging and Continuing Care, and Senior Citizens Council of Rome, New York, Inc. d/b/a Copper City Community Connection (CCCC) for the provision of its Social Adult Day Care Program.

CCCC provides community based long term care services to the frail and elderly and assists consumers to delay or divert nursing home placement. The program provides a supervised and structured day program through physical and cognitive activities to foster independence and improve the participants' daily living skills and allow them to remain in their home longer.

This Agreement commences on January 1, 2024 and terminates on December 31, 2028. The total amount of this Agreement is \$433,910.00, which consists of 75% State (\$325,432.50) and 25% County (\$108,477.50) funding.

If this Agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further consideration.

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 3-20-24

CFB/clh

Attachment

Oneida Co. Department: DFCS/Office for the Aging

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>  X  </u>

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** Senior Citizens Council of Rome, New York, Inc.  
d/b/a Copper City Community Connection  
305 E. Locust Street  
Rome, New York 13440

**Title of Activity or Service:** Social Adult Day Care Program

**Proposed Dates of Operation:** January 1, 2024 through December 31, 2028

**Client Population/Number to be Served:** 25 Participants, Aged 60+ with Functional Impairment

**Summary Statements:**

**1) Narrative Description of Proposed Services**

Copper City Community Connection (CCCC) provides programs and services Monday through Friday from 7:30am until 4:00pm to support the elderly in maintaining independence and life in community. The program engages participants through socialization, games, exercise, and pet “therapy.” The program provides structured exercise classes, memory skill stimulation, nutritious meals, support in activities of daily living and daytime respite for care providers.

**2) Program/Service Objectives and Outcomes:**

CCCC provides services to seniors with functional limitations so that they are able to stay at home in their community with families avoiding and/or delaying unnecessary institutional placement while also providing respite and other supports for caregivers. These services prevent more costly services such as nursing homes.

**3) Program Design and Staffing**

The Program Coordinator, a licensed Nurses Aid who reports to the Executive Director, runs the daily operations of the program and oversees the direct care staff and program volunteers. There are 3 part-time Program Assistants supervised by the Program Coordinator who are responsible for implementing the Individual Care Plans and other daily activities.

**Total Funding Requested:** \$433,910.00      **Account #:** A6772.495-670

**Oneida County Dept. Funding Recommendation:** \$433,910.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):**

Federal: 0% (\$0)      State: 75% (\$325,432.50)      County: 25% (\$108,477.50)

**Cost Per Client Served:** 2024: \$23.00/hour; 2025-2026: \$24.00/hour; 2027-2028: \$25.00/hour

**Past Performance Data:** CCCC has provided Social Adult Day Care services since the early 1970s.

**O.C. Department Staff Comments:** Contractor monitored regularly for compliance. All federal, state, and local program standards set forth by NYS and Oneida County DOFCS/OFA are met.



**THIS AGREEMENT** (hereinafter the “Agreement”), made and entered into by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter “County”), and **Senior Citizens Council of Rome, New York, Inc. d/b/a Copper City Community Connection** (hereinafter “Contractor”), a domestic not-for-profit corporation with offices at 305 E Locust Street, Rome, New York 13440. County and Contractor referred to herein individually as a “Party,” and collectively the “Parties.”

**WITNESSETH:**

**WHEREAS**, the County, through its Department of Family and Community Services’ Office for the Aging and Continuing Care (hereinafter “Deapartment”), has the primary responsibility for the overall planning and coordination of County funds including the Federal Administration on Aging (AOA) – Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/Senior Health Insurance Program (SHIP), and County of Oneida funds;

**WHEREAS**, the County has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the County;

**WHEREAS**, the County will provide technical assistance, upon request, to assist the Contractor in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

**WHEREAS**, the Contractor is willing and able to perform the services required by this Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth herein, the Parties agree to as follows:

**1. TERM OF AGREEMENT**

The term and conditions of this Agreement shall commence January 1, 2024 and terminate December 31, 2028.

2. **SCOPE OF SERVICES**

A. The Contractor shall provide Social Adult Day Care Services and PCA II (collectively, the “Services”) to frail individuals as authorized by the County and its designated agents (“Consumers”). The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

- i. residing in rural areas,
- ii. with greatest economic need (with particular attention to low-income minority individuals);
- iii. with greatest social need (with particular attention to low-income minority individuals);
- iv. with severe disabilities; or
- v. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

B. The Contractor shall provide the Services in Oneida County.

C. The Contractor shall provide the Services pursuant to New York State laws, rules and regulations, including:

- i. The Social Adult Day Care Program Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR part 6654.20), which include:
  - (a) A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.
  - (b) “Functionally impaired” means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating; or needing supervision due to cognitive and/or psychosocial impairment.
  - (c) “Nutrition” means providing nutritious meals for Consumers who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the County; and offering snacks and liquids for all Consumers at appropriate times.

- ii. The PCA II Program Regulations, New York Executive Law, Chapter II Part 505.14 (18 NYCRR §505.14) and any New York State regulations promulgated thereunder for PCA II.
- D. The Contractor agrees that all Consumers shall receive Services only in accordance with an individualized written service plan that is based on the Comprehensive Assessment for Aging Network Community-Based Long Term Care Services (COMPASS) and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.
- E. The Contractor, upon approval of the County, shall provide PCA II services to Consumers when indicated in their care plan.
- F. As specified in State of New York's Social Adult Day Care Program Regulations, all of the Contractor's Services personnel, both paid and volunteer, shall attend six (6) hours of training annually, and new program employees or volunteers shall receive at least twenty hours of group, individual and/or on-the-job training.
- G. The Contractor's personnel shall keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.
- H. The Contractor and the County shall hold periodic coordinating meetings as needed.
- I. The Contractor and the County shall work cooperatively to develop comprehensive Services for Oneida County.

### 3. **PERFORMANCE OF SERVICES**

- A. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The Contractor shall use its best efforts to perform the Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for communications with the Consumer or the Consumer's representative in order to determine the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- B. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the

performance of the Services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable federal, state or local laws and regulations.

- C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

#### 4. **REIMBURSEMENT FOR SERVICES**

- A. It is agreed and understood by all Parties that the County shall reimburse the Contractor for the Services which are provided in accordance with the terms and conditions of this Agreement, CSEP, and the Caregiver Support III-E grants.
- B. A full day of programming is defined as five (5) hours and reimbursement shall include program, meals, and transportation. The Contractor may bill in half hour increments when the Consumer is attending less than five (5) hours per day.
  - i. For the year 2024, the County shall reimburse the Contractor \$23.00 per hour for each Consumer receiving a full day of programming, and \$11.50 per half hour for each Consumer attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed \$115.00 per Consumer, per day.
  - ii. For the years 2025 and 2026, the County shall reimburse the Contractor \$24.00 per hour for each Consumer receiving a full day of programming, and \$12.00 per half hour for each Consumer attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed \$120.00 per Consumer, per day.
  - iii. For the years 2027 and 2028, the County shall reimburse the Contractor \$25.00 per hour for each Consumer receiving a full day of programming, and \$12.50 per half hour for each Consumer attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed \$125.00 per Consumer, per day.
- C. Maximum payment to be paid by the County to the Contractor shall not exceed \$433,910.00 for the term of this Agreement.
  - i. For the time period of January 1, 2024 through December 31, 2024, total payment from the County to the Contractor shall not exceed \$82,550.
  - ii. For the time period of January 1, 2025 through December 31, 2025, total payment from the County to the Contractor shall not exceed \$84,614.00.
  - iii. For the time period of January 1, 2026 through December 31, 2026, total payment from the County to the Contractor shall not exceed \$86,729.00.

- iv. For the time period of January 1, 2027 through December 31, 2027, total payment from the County to the Contractor shall not exceed \$88,897.00.
- v. For the time period of January 1, 2028 through December 31, 2028, total payment from the County to the Contractor shall not exceed \$91,120.00.
- D. The County funds are contingent upon availability of state and County funding; reimbursement shall be made in monthly installments upon submission of a County voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as Appendix A.
- E. The County shall not be liable for any late fees or for any interest on late payments. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State and County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and County officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor by certified mail. In such an event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.
- F. The County reserves the right to withhold payment under this Agreement due to the Contractor's failure to properly perform its obligations under this Agreement. The County may withhold payment for including but not limited to:
  - i. defective Services;
  - ii. third party claims;
  - iii. failure of the Contractor to pay its subcontractors, if any;
  - iv. damage to the County; or
  - v. failure to carry out the Services in accordance with this Agreement.
- G. It is understood and agreed that the County shall not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of this Agreement.
- H. Any change in rates shall be submitted by the Contractor in writing and shall be subject to the sole discretion and approval of the Department's Commissioner.

5. **NO CLAIM FOR DAMAGE**

The Contractor shall make no claim for damages for delay of reimbursement due to an act or omission by the County.

6. **EXPENSES**

The Contractor is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services, and other general operating expenses other than those costs specifically detailed in the Contractor's Cost Proposal.

7. **TRAINING**

The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein and shall be solely responsible for the cost of the same.

8. **NON ASSIGNMENT CLAUSE**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the County.

9. **SUBCONTRACTS**

- A. A subcontractor is a person who has an agreement with the Contractor to perform any of the Services.
- B. The Contractor shall furnish to the County, prior to the execution of this Agreement, a list of names of subcontractors to whom the Contractor proposes to award any portion of the Services. The County shall be provided a copy of any and all agreement(s) between the Contractor and any subcontractors regarding the award of any portion of the Services within ten (10) days of their final execution.
- C. Any agreements between the Contractor and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

10. **INDEPENDENT CONTRACTOR STATUS**

- A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The Contractor warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.
- C. The Contractor's Assistants shall not be eligible for compensation from the County due to:
- i. illness;
  - ii. absence due to normal vacation;
  - iii. absence due to attendance at school or special training or a professional convention or meeting.
- D. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.
- E. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

- F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- G. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

11. **STANDARD ASSURANCES**

- A. The Contractor shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, AOA, the NYSOFA, and the County, more fully described in Appendix B.
- B. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)
- C. The Contractor shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).
- D. The Contractor shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
- E. The Contractor agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Department. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font



or underlined (i.e., “*This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.*”). The Contractor shall forward copies of all materials to the County at the end of each month.

- F. The County shall conduct a program review to ensure that the Contractor is in compliance with all standards and regulations as set forth in this Agreement.

## 12. **NYSOFA TERMS AND CONDITIONS**

- A. The Contractor agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:
  - i. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
  - ii. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
  - iii. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
  - iv. Older Americans Act (42 U.S.C. 3001, et seq.)
  - v. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
  - vi. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
  - vii. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
  - viii. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
  - ix. The NYSOFA’S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
  - x. Elder Law

- B. The Contractor, to the extent it has discretion regarding to whom it will provide Services, shall provide Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such Services, and to meet specific objectives established by the County for providing Services to the above groups within Oneida County. The Contractor shall concentrate the Services on older adults in the targeted populations identified by the County following the methods the County has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.
- C. The Contractor shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at Service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation service provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
- D. To the extent that the Agreement with the County is for a program or service funded under the County's Area Plan, the Contractor agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The County agrees to make the Area Plan available to the Contractor.
- E. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Services; and meet specific objectives established by the County, for providing Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

13. **GRIEVANCE PROCEDURES**

The Contractor shall implement the Department's Grievance Procedures as required by the NYSOFA. The written procedures are attached in Appendix C.

14. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

- A. The Contractor shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).
- B. The Contractor shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Department's Voucher Instructions for Units of Service Contracts, attached as Appendix A.
- C. The County shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Department funded Services. Any contributions received by the Contractor directly from a Consumer who receives Department funded Services will be reported to the County and deducted from monthly vouchers by the Contractor.
- D. The Contractor shall report to the County any and all additional moneys or program income (contributions, donations) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a County grant supported activity, or earned as a result of the County grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.
- E. The Contractor shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.
- F. The County shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.
- G. The Contractor shall agree to have an independent audit conducted for the contracted program if it has provided the Services to the County for two (2) years or more. A copy of the audit shall be submitted to the County upon completion of the program/fiscal audit conducted by the outside auditor.
- H. The Contractor shall maintain fiscal records for six (6) years and shall make them available for County review upon request.
- I. The Contractor shall cooperate with the close-out audit that is required when the Agreement is terminated.
- J. The Contractor shall follow close-out procedures administered by the County in accordance with the 45 C.F.R. §75, et seq.

15. **INDEMNIFICATION**

- A. The obligations of the Contractor under this section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.
- B. The Contractor shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from or out of the Services of the Contractor and its agents, servants or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of the Agreement.
- C. The Contractor shall be solely responsible for all physical injuries or death to its Assistants, agents, servants or volunteers, or to any other person or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, officers, trustees, servants or subcontractors, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the Contractor, its Assistants, officers, trustees, agents, servants, volunteers or subcontractors. The Contractor shall be solely responsible for the safety and protection of all of its Assistants, volunteers or other agents whether due to the negligence, fault or default of the Contractor or not.

16. **INSURANCE REQUIREMENTS**

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York for the full term of this Agreement. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.
- B. Commercial General Liability Insurance (CGL): The Contractor shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than \$1,000,000.00 per occurrence and such insurance shall not be less than \$3,000,000.00 annual aggregate. The Contractor shall have the County added to said

insurance policy and/or policies as a named additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

- i. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
- ii. The CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury,
- iii. Abuse and molestation coverage must be included,
- iv. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
- v. The Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of this Agreement and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

- C. Business Automobile Liability Insurance: The Contractor shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount not less than 1,000,000.00 for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The Contractor shall have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.
- D. Professional Liability Insurance: The Contractor shall, during the term of this Agreement maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. Coverage must also include review of cases and resulting professional assessment and coverage for abuse and molestation.
- E. Excess/Umbrella Liability Insurance: The Contractor shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than \$5,000,000.00 and must extend over the Professional Liability coverage. The Contractor shall have the County added to said insurance policies as a named additional insured, on a primary, non-

contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

- F. Workers' Compensation and Employer's Liability Insurance: The Contractor shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.
- G. Prior to the start of any Services, the Contractor shall provide certificates of insurance to the County. The certificates shall be on forms approved by the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- H. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy, Business Automobile Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- I. The Contractor shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the Contractor in the above Insurance Requirement paragraphs.
- J. Reimbursement to the Contractor may be suspended in the event that the Contractor or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.
- K. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

17. **REPORTING REQUIREMENTS**

- A. The County shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the definition of Services, May 2022, as established by the NYSOFA (22-PI-07).
- B. The Contractor shall provide the County with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.
- C. The Contractor shall maintain appropriate Consumer records on each EISEP Consumer who receives Services through this program; the County shall have access to the Consumer records upon request; the County shall have ownership of all Consumer's records and files.
- D. The Contractor shall comply with policies ensuring Consumer confidentiality, as established by the County, when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective Service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.
- E. The Contractor shall provide the County with required monthly, periodic, and/or special reports and shall submit all reports to the County by the dates specified.

18. **COORDINATION REQUIREMENTS**

- A. The Contractor and the County shall coordinate referrals.
- B. The Contractor and the County shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.
- C. The Contractor shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

19. **AGREEMENT CANCELLATION**

- A. This Agreement may be cancelled by the County for failure by the Contractor to comply with the terms and conditions of this Agreement. The Contractor shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.
- B. The Contractor agrees that in the event of termination, for any reason, said Party shall make a full and final accounting of all funds received and monies expended under the

Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the County.

- C. The Contractor shall coordinate with the County and other providers to ensure that any break in service to Consumers shall not be detrimental to the Consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumers' behalf.

20. **ENTIRE AGREEMENT**

The terms of this Agreement, including Appendix A (Oneida County Office for the Aging Voucher Instructions), Appendix B (New York State Regulations), Appendix C (Oneida County Office for the Aging Grievance Procedures), Appendix D (Standard Oneida County Conditions Addendum), and the Oneida County Department of Family and Community Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration or modification of any provision of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

21. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

22. **CHOICE OF LAW/FORUM**

- A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

23. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representation, successors and assigns.



24. **NON WAIVER**

No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

25. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. **AUTHORITY TO ACT/SIGN**

The Contractor hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the Contractor of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Contractor; no other action on the part of the Contractor or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Contractor to enter into this Agreement, or to consummate the transactions contemplated herein.

27. **ADVICE OF COUNSEL**

Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date respectively stated.

**County of Oneida**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Anthony J. Picente, Jr., County Executive

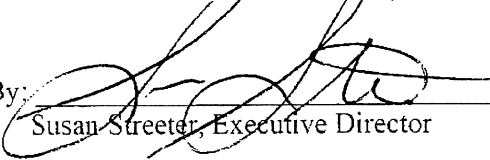
\*\*\*\*\*

**Department of Family and Community Services**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Colleen Fahy-Box, Commissioner

\*\*\*\*\*

**Senior Citizens Council of Rome, New York, Inc., d/b/a Copper City Community Connection**

By:  \_\_\_\_\_ Date 3/11/2024  
Susan Streeter, Executive Director

\*\*\*\*\*

**Approved:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Maryangela Scalzo, Deputy County Attorney

## APPENDIX A

### Oneida County Office for the Aging **Voucher Instructions** **For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.

- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.
9. **Changes To The Budget** (including personnel):
- ✓ Submit a Budget Revision and a justification for the change.
10. **Technical Assistance:**
- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Keith Heitzman—[kheitzman@ocgov.net](mailto:kheitzman@ocgov.net)

Jennifer Cuda—[jcuda@ocgov.net](mailto:jcuda@ocgov.net)

## APPENDIX B

Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et seq.)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchapter VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
Code of Federal Regulations CFR  
    45 CFR 75 (Administration of Grants)  
    45 CFR 84 (Nondiscrimination on the abasis of Handicap)  
    45 CFR 92 (Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability)  
    45 CFR 93 (New Restrictions on Lobbying)  
    45 CFR 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
    45 CFR 1321.61 (b)(4) (Advocacy responsibilities of the area agency)  
    7 C.F.R. Part 250.68 et seq. (Nutrition Services Incentive Program **(NSIP)**)  
Office of Management and Budget (OMB)  
    OMB Circular A-87 (Cost Principles for State and Local Governments)  
    OMB Circular A-95 (Coordination of Federal, State, and Local Programs), also found in 7 CFR § 22.305  
    OMB Circular A-102 (Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments)  
    OMB Circular A-110 (Uniform Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
    OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
    OMB Circular A-128 (Audits of State and Local Governments)  
    OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)  
Organizations)  
    Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Executive Law of New York State  
    Article 15 (State Human Rights Law)  
    Article 15A (Minority/Women's Business contract Requirements)  
    Article 7-A (Solicitation and Collection of Funds for Charitable Purposes)  
New York State Executive Orders  
    Governor's 1960 Code of Fair Practices  
    Executive Order No. 6, issued February 18, 1983 (Ensuring equal employment opportunity for minorities, women, disabled persons and Vietnam era veterans in State government)  
    Executive Order No. 19, issued May 31, 1983 (Policy Statement on Sexual Harassment in the Workplace)  
    Executive Order No. 28 (Prohibiting discrimination based on Sexual Orientation)  
Article 19 J of the Executive Law  
New York State Office for the Aging Rules and Regulations, NYCRR Title 9, Subchapter Y  
    9 NYCRR 6651 et seq. (Social and Nutrition Services for the Elderly, EISEP Program Standards)  
    9 NYCRR 6654.20 (Social Adult Day Care Programs)  
New York State Office for the Aging Program Instructions

19-PI-26 (Nutrition Program Standards)  
94-PI-52 (Legal Assistance Standards)

## APPENDIX C

### **Oneida County Office for the Aging Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### **Denial of Service or Client's Dissatisfaction of Service**

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, and reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

### **Grievance Process**

#### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

#### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

#### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.

- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

**Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

**Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.



## APPENDIX D

### ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  11. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  111. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

11. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5)

calendar days after such conviction;

- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- 11. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

11. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  111. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
11. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- 1v. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- v111. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- 1x. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received

by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

11. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

111. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the



purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six

(6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory.

The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or

former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter

"OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  11. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:

1. Upon all real property owned or leased by the County of Oneida; and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW§ 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente, Jr.  
County Executive



Colleen Fahy-Box  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

Commissioner's Office

COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501

PHONE: 315-798-5738 ~ FAX: 315-798-5218

FN 20 24-170

March 18, 2024

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

Enclosed please find a one-year extension of a Purchase of Services Agreement between Oneida County, through its Department of Family and Community Services, and Northwoods Consulting Partners, Inc. ("Northwoods") for a central intake customer service processing system.

Per this agreement, Northwoods provides the Department with a modernized central intake customer service processing system that streamlines the check-in process for clients. This lobby management system provides multi-language check-in and self-serve kiosks that allow for document submission without further interaction to decrease the number of people in the waiting area(s). This system allows for the ability to track clientele volume by program area and purpose, as well as the timeliness in response to customer appointments. The system has improved workflow processes, the timeliness of response, and helped identify training needs of the employees in order to maximize productivity, efficiency and compliance.

The agreement was initially for a term of three years. This extension adds a fourth year at a cost of \$200,567.00. The sources of funding are: Federal 47% (\$94,266.49), State 5% (\$10,028.35), and County 48% (\$96,272.16).

If this extension agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further action. Thank you for your consideration.

Thank you for your consideration.

Sincerely,

*Colleen Fahy-Box*

Colleen Fahy-Box  
Commissioner



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 3-20-24

Oneida Co. Department Family and Community Services

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** Northwoods Consulting Partners, Inc.  
5200 Rings Road  
Dublin, OH 43017

**Title of Activity or Services:** Central Intake Customer Service Process System

**Proposed Dates of Operations:** March 1, 2024 through February 28, 2025

**Client Population/Number to be Served:** Family and Community Services Clients

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Northwoods Consulting Partners, Inc. provides the Department with a modernized central intake customer service processing system that streamlines the check-in process for clients by providing multi-language check-in and self-serve kiosks. This agreement will extend the County's current agreement with Northwoods by one year, from March 1, 2024 through February 28, 2025.

**2). Program/Service Objectives and Outcomes -**

The Department utilizes this system to address three critical areas of need: the necessity to modernize the lobby management system and manage the volume of consumers who present daily, improve customer service and effectiveness, and increase Social Welfare Examiner accuracy and efficiency.

**3). Program Design and Staffing Level - N/A**

**Total Funding Requested:** \$200,567.00

**Oneida County Dept. Funding Recommendation:** \$200,567.00

**Account Numbers:**

- Equipment A6010.295
- Service Agreements A6010.493

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal 47% = \$94,266.49  
State 5% = \$10,028.35  
County 48% = \$96,272.16

**Cost Per Client Served:** N/A

**Past performance Served:** N/A

**O.C. Department Staff Comments:** N/A

## SECOND AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT

This Second Amendment to Software as a Service Agreement (“Second Amendment”), effective March 1, 2024, is by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5200 Rings Road, Dublin, Ohio 43017 (“Northwoods”) and the County of Oneida, a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501 (“County”). Northwoods and the County are each a “Party” and together, the “Parties.”

### WITNESSETH

**WHEREAS**, the Parties executed a Software as a Services Agreement whereby Northwoods agreed to implement for the County a queue system and lobby modernization solution consisting of Software-as-a-Service, including Compass Appointments, Compass Appointments Lobby, Compass Appointments Kiosk, ongoing solution support, hardware, and professional services (the “Original Agreement”), and a copy of the Original Agreement is annexed as Exhibit A; and

**WHEREAS**, the Original Agreement was for a three-year term commencing December 1, 2020 and ending December 1, 2023; and

**WHEREAS**, because of delays caused by the COVID-19 pandemic, the Parties executed a First Amendment to Software as a Service Agreement, amending the Original Agreement to change the term thereof from March 1, 2021 through February 29, 2024, among other changes (the “First Amendment”), and a copy of the First Amendment is annexed as Exhibit B; and

**WHEREAS**, the Parties wish to extend the term of the Original Agreement, as amended by the First Amendment, for an additional year, and wish to make other changes to the Original Agreement.

**NOW THEREFORE**, in consideration of the mutual promises made herein, the Parties agree as follows:

1. Section 4 of the Original Agreement, as amended by the First Amendment, is amended by deleting the text shown in brackets and strikeout font and inserting the text showing in bold and underlined font, as follows:

“4. Term. The term of this Agreement is from March 1, 2024 through [~~February 29, 2024 (“Initial Term”)] **February 28, 2025**. This Agreement may be terminated by either Party as provided in Section 12. [~~At the expiration of the Initial Term, this Agreement will be automatically renewed on an annual basis on the anniversary of the Subscription Date for additional three (3) year terms (“Option Terms”). Either Party may terminate this Agreement as of the last day of the Initial Term or any Option Term by giving the other Party not less than sixty (60) days’ written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term.~~]”~~



2. A new paragraph, Paragraph 28, is inserted into the Original Agreement, as amended by the First Amendment, as follows:

“28. Northwoods will provide read-only database access to Oneida County’s Compass Appointments production database to facilitate You exporting application data for Your use. You will use caution when writing queries so as to not adversely affect the Compass Appointments system performance. Northwoods may require You to modify or cease the execution of database queries if performance of the system is negatively impacted by the execution of Your database queries. Future versions of Compass Appointments may require You to modify any previous database queries created by You.”

3. Attachment A of the Original Agreement, as amended by the First Amendment, is amended by deleting the text shown in brackets and strikeout font and inserting the text showing in bold and underlined font, as follows:

“Attachment A

This firm fixed price quote is for Northwoods to implement a queue system and lobby modernization solution that consists of the following:

- Software-as-a-Service (SaaS), including Compass Appointments, Compass Appointments Lobby, Compass Appointments Kiosk, and ongoing solution support
- Professional services
- Hardware
- A summary of solution cost for a [~~3-year contract~~] **4-year contract** is provided below:

Description	Costs
SaaS – Appointments Year 1	\$180,900
Professional Services	\$83,000
Hardware	\$30,474
Total First Year Costs	<del>[\$297,606]</del> <b><u>\$294,374</u></b>
SaaS – Appointments Year 2	\$180,900
SaaS – Appointments Year 3	\$180,900
<b><u>SaaS – Appointments Year 4</u></b>	<b><u>\$200,567</u></b>

4. Schedule A1 of the Original Agreement, as replaced by the First Amendment, is amended by deleting the text shown in brackets and ~~strikeout font~~ and inserting the text showing in bold and underlined font, as follows:

“SCHEDULE A1  
Payment Terms

DESCRIPTION	AMOUNT DUE
Northwoods Software Subscription (Initial Term)	
Year 1–March 1, 2021– February 28, 2022–Due on or before March 1, 2021	\$180,900.00
Year 2–March 1, 2022–February 28, 2023–Due on or before March 1, 2022	\$180,900.00
Year 3–March 1, 2023–February 29, 2024–Due on or before March 1, 2023	\$180,900.00
<b><u>Year 4–March 1, 2024–February 28, 2025–Due on or before March 1, 2024</u></b>	<b><u>\$200,567.00</u></b>
<del>Northwoods Software Subscription (Option Term(s))*</del>	
Hardware	
Four (4) Self Check-In Kiosks–Due upon execution of <del>[this]</del> <b><u>the</u></b> First Amendment	\$24,712.00
Four (4) Lobby Monitors–Due upon execution of <del>[this]</del> <b><u>the</u></b> First Amendment	\$5,632.00
One Printer-Label–Due upon execution of <del>[this]</del> <b><u>the</u></b> First Amendment	\$130.00
Services	
30% due upon the completion of the Startup Phase of the Project	\$24,900.00
20% due upon the completion of the Design Phase of the Project	\$16,600.00
20% due upon the completion of the Test Phase of the Project	\$16,600.00
20% due upon the completion of the Deploy Phase of the Project	\$16,600.00
10% due upon the completion of the Closeout Phase of the Project	\$8,300.00

~~[\* Northwoods Software subscription payments are subject to a fee increase for each Option Term.]”~~

5. All other terms and conditions of the Original Agreement, as amended by the First Amendment, remain in effect without alteration or adjustment.

*[Remainder of page intentionally left blank.]*



---

**IN WITNESS WHEREOF**, the Parties have caused this Second Amendment to be signed by the duly authorized officers or representatives of each Party on the day and year set forth below.

**COUNTY OF ONEIDA**

\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

\_\_\_\_\_  
Date

**NORTHWOODS CONSULTING PARTNERS, INC.**

David Minning  
David Minning (Mar 7, 2024 09:49 EST)

\_\_\_\_\_  
David Minning  
President and CEO

Mar 7, 2024

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Andrew Dean  
Deputy County Attorney-Administration

Exhibit A  
(Original Agreement)

## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as “Agreement” or “SaaS Agreement”) is made and entered when fully executed by signatures of both parties (“Effective Date”) by and between Northwoods Consulting Partners, Inc., a foreign business corporation authorized to do business in New York State, with an office at 5200 Rings Road, Dublin, Ohio 43017, USA, (hereinafter referred to as “Northwoods”), and Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, by and through its Department of Family and Community Services (hereinafter referred to as “You” “Your” or “Subscriber”).

1. Scope of Agreement. This Agreement states the terms and conditions under which Northwoods will:
  - a) Grant You access to certain software programs and related documentation on a non-exclusive basis; and
  - b) Provide services such as project management, installation, training, infrastructure hosting, and support to You.
  - c) In the event there is a conflict between this Agreement and the attached Proposal, the terms of this Agreement shall govern.
  
2. Definitions. As used in this Agreement, the following definitions apply to capitalized terms:
  - a) “Aggregate/Anonymous Data” means: (i) data generated by aggregating Your Data with other data so that the results are non-personally identifiable with respect to You or your customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
  - b) “Charges” means the amounts to be paid by You for the right to use any of the applicable Software, Services and/or hardware or other Third Party Products under the terms of this Agreement. The Charges are described in Attachment A and the payment schedule for these Charges are defined in Schedule A1.
  - c) “Documentation” means Northwoods’ electronic user guides, documentation, and help and training materials, as updated from time to time.
  - d) “Northwoods Software” means the Compass®, Traverse®, or other proprietary Northwoods-branded, computer programs, in object code form, and their associated documentation. Attachment A lists separately the various modules and quantities (where applicable) of Northwoods Software made available to You and Attachment B contains the terms of use applicable to the Northwoods Software.
  - e) “Proposal” means the detailed work plan for the initial implementation, attached hereto as Attachment D.
  - f) “Service Level Agreement” or “SLA” defines the terms under which Northwoods will offer the Services, as defined in Schedule C1.
  - g) “Services” means the professional services that are ordered by and paid by You.
  - h) “Software” means collectively Northwoods Software and any Third Party Products.
  - i) “Subscription Date” means the date that equals the first day of the month following the Effective Date.
  - j) “Support Services” means the maintenance and support services to be provided by Northwoods in accordance with Attachment C.
  - k) “Third Party Products” means any product or software program acquired by Northwoods from an outside vendor on Your behalf under the terms of this Agreement. Attachment A lists separately the various Third Party Products made available to You.
  - l) “Your Data” means electronic data and information submitted by You or for You to the Services or collected and processed by or for You using the Services.
  - m) “Your Database” means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by You.
  
3. Northwoods’ Responsibilities. Northwoods will (i) make the Software available to You pursuant to this Agreement; (ii) provide Services for the initial implementation of this project, as described more fully in Attachment D; and (iii) provide our Support Services to You, as described more fully in Attachment C.
  
4. Term. The term of this Agreement is for a period of three (3) years from the Subscription Date (“Initial Term”). This Agreement may be terminated by either Party as provided in Section 12. At the expiration of the Initial Term, this Agreement will be automatically renewed on an annual basis on the anniversary of the Subscription

Date for additional three (3) year terms (“Option Terms”). Either Party may terminate this Agreement as of the last day of the Initial Term or any Option Term by giving the other Party not less than sixty (60) days’ written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term.

5. Initial Implementation. Northwoods will furnish only such staff, materials, supplies, and labor for the initial implementation as detailed in the Proposal for this Project. Upon execution by both parties, any subsequent Proposal will become part of this Agreement. The Parties may modify the requirements of any Proposal through a written change order, and such written change order will become part of the respective Proposal when executed by authorized representatives of both parties.
6. Charges and Payment Terms.
  - a) You agree to pay Northwoods the Charges at the times and in the amounts set forth in Schedule A1.
  - b) Invoices are payable net thirty (30) days after receipt of invoice. Failure to remit timely payment of any invoice may result in Northwoods ceasing work on the initial implementation and/or ceasing to provide the Software or the Services.
  - c) Any delay in the project that is the direct result of Your failure to comply with the terms of this Agreement and any of its Attachments or Schedules may result in Northwoods ceasing work on the initial implementation and will require You to reimburse Northwoods’ actual costs incurred as a result of said delay.
7. Taxes. Fees are exclusive of taxes and You will promptly pay or reimburse Northwoods for all taxes arising out of this Agreement, whether or not Northwoods provided prior notice of, or invoiced, any such taxes to You. For purposes of this Agreement, “taxes” means any sales, use, and other taxes (other than taxes on Northwoods’ income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If You are required to pay or withhold any tax in respect of any payments due to Northwoods hereunder, You will gross up payments actually made such that Northwoods receives sums due hereunder in full and free of any deduction for any such tax. If You are legally entitled to an exemption from the payment of any taxes, You will promptly provide Northwoods with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.
8. You acknowledge and understand that the output of Northwoods Software is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only.
9. Ownership.
  - a) Your Data shall be considered Confidential Information and remains Your sole and exclusive property. Notwithstanding the foregoing, and subject to Section 10 below, You grant Northwoods a limited, revocable, royalty-free license to use Your Data only for the purpose of providing and continually improving and refining the Services. The license grant includes a license to store, transmit, maintain, and display Your Data only to the extent necessary to provide the Services to You.
  - b) Customizations. Any customization of Northwoods Software specifically for You or at Your request is owned by You, with all rights, title, and interest to such customization being assigned to You. For such customizations, You grant Northwoods a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute such customization(s) for its own business purposes and for use with other customers.
  - c) Aggregate/Anonymous Data. You agree that Northwoods will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the Parties agree that Northwoods may use Aggregate/Anonymous Data for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Northwoods’ products and services and to create and distribute reports and other materials). Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies You or your customers.
  - d) Feedback. If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Service(s) (“Feedback”), you acknowledge that the Feedback is not confidential and you authorize Northwoods to use that Feedback without restriction and without



payment to you. Accordingly, you hereby grant to Northwoods a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.

10. Privacy. You are aware and agree that Northwoods may, as part of the normal operation and support of the Northwoods Software, collect information related to the use of the Northwoods Software, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our products for the purpose of improving user experience.
11. Publicity. You authorize Northwoods to identify You as a client, and to use Your name and logo in any of Northwoods' mutually agreed to advertising copy, promotional material, and/or press releases.
12. Termination.
  - a) If either Party is in default of any of its material obligations hereunder, and has not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the other Party, then this Agreement may be terminated.
  - b) In the event of termination, You shall be responsible for payment for all Software and Services rendered by Northwoods through the date of termination.
  - c) Upon termination of this Agreement for any reason, You shall immediately (i) discontinue any and all use of the Software and Documentation; and (ii) either (A) return the Documentation to Northwoods, or (B) with the prior permission of Northwoods, destroy the Documentation and certify in writing to Northwoods that You have completed such destruction. Further, upon termination of this Agreement, Northwoods may immediately deactivate Your account.
  - d) Upon receipt of a termination notice and within thirty (30) days of the date of termination of this Agreement by either Party, Northwoods will make Your Data available to You for export or download. Specifically, within 30 days of the date of termination, Northwoods will provide You with an encrypted hard drive containing 1) all data stored in the database in a format that is comparable to a relational database backup; and 2) all other content in the original format in which it was collected (e.g., jpeg or mp3) at no additional cost to You.
13. Warranties.
  - a) Each party represents and warrants that it has the legal power to enter into this Agreement. Northwoods warrants: (i) the Software will substantially conform in all material respects with the applicable Documentation; (ii) Northwoods further represents and warrants that it has all rights required to provide the Software to You and that to the best of Northwoods' knowledge the Software does not infringe upon or violate the United States patent rights of any third party or the copyright or trade secret right of any third party; and (iii) the functionality of the Software will not be decreased from that available as of the Effective Date.
  - c) If any modifications, additions, or alterations of any kind or nature are made to the Software by You or anyone acting with Your consent or under Your direction, all warranties will immediately terminate.
  - d) NORTHWOODS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE, OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.
14. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT APPLY TO LIMIT LIABILITY IN CONNECTION WITH CLAIM FOR INDEMNIFICATION. In no event shall either Party

be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the Software or Services even if Northwoods has been advised of the possibility of such damages.

15. Indemnification.

- a) *Cyber/Security Breach Indemnification.* In the event of any claim by a third party against You (the “Cyber Claim”), alleging that You and/or Northwoods caused a breach of the security, confidentiality, or integrity of Your Data, You will notify Northwoods of the Cyber Claim in writing within five (5) business days of the receipt of the Cyber Claim and tender sole control of the Cyber Claim to Northwoods and/or its insurer(s) and Northwoods will defend such Cyber Claim in Your name at Northwoods’ expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys’ fees and disbursements arising out of such Cyber Claim, to the extent that Northwoods’ insurance policies provide coverage for such indemnification obligation. Northwoods’ indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods’ insurance policies. In the event such a breach is found, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any Cyber Claim, to the extent that the Cyber Claim is based upon the sole negligence or willful misconduct of You. If You and Northwoods are both at fault in connection with the data breach, Northwoods’ obligation to defend and indemnify shall be limited and proportional to the parties’ relative fault.
- b) *IP Indemnification.* In the event of any claim by a third party against You (the “IP Claim”), alleging that the use of the Northwoods Software infringes upon any intellectual property rights of such third party, You will notify Northwoods and/or its insurer(s) of the IP Claim in writing within five (5) business days of the receipt of the IP Claim and tender sole control of the IP Claim to Northwoods and/or its insurer(s) and Northwoods will defend such IP Claim in Your name at Northwoods’ expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys’ fees and disbursements arising out of such IP Claim, to the extent that Northwoods’ insurance policies provide coverage for such indemnification obligation. Northwoods’ indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods’ insurance policies. In the event such an infringement is found and Northwoods cannot either procure the right to continued use of the Northwoods Software, or replace or modify the Northwoods Software with a non-infringing program, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any IP Claim, to the extent that the IP Claim is based upon (i) the negligence or willful misconduct of You; (ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim; or (iii) the modification of the Northwoods Software or any portion thereof by anyone other than Northwoods, provided that the Northwoods Software in unmodified form is not the cause of such IP Claim.

16. Confidentiality.

- a) Each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect its own confidential information to protect any confidential information of the other party that is disclosed during negotiation or performance of this Agreement.
- b) You will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Northwoods and/or the owner of the Third Party Products. This includes, but is not limited to: (i) instructing Your employees that have access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (iii) maintaining proper control of passwords and security procedures to prevent unauthorized access to Your Database.
- c) Northwoods will comply with any and all state and federal laws and regulations with respect to the confidentiality of the information it receives pursuant to this agreement, including, but not limited to, any





applicable regulations from the Internal Revenue Service, and any federal regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).

17. Notices. All official notifications, including but not limited to, termination of this Agreement must be sent to the other Party's authorized representative. All notices required under this Agreement will be in writing and deemed delivered upon: (1) personal delivery; (2) three (3) days subject to being posted with the U.S. registered or certified mail, return receipt requested; or (3) two (2) days after deposit with a commercial express air courier specifying next day delivery, with verification of receipt.

Northwoods' authorized representative for the purpose of administration of this contract is:

Name: Sarah Edwards, General Counsel and Chief Administrative Officer  
Address: 5200 Rings Road  
Dublin, OH 43017  
Telephone: (614) 781-7800  
Email: [Sarah.Edwards@teamnorthwoods.com](mailto:Sarah.Edwards@teamnorthwoods.com)

Your authorized representative for the purpose of administration of this contract is:

Name: Tammy Stoetzner  
Address: DFCS Business Accounting  
800 Park Avenue  
Utica, NY 13501  
Telephone: 315-798-5260  
Email: [tstoetzner@ocgov.net](mailto:tstoetzner@ocgov.net)

18. Neither Party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other Party hereto. Any such assignment without the prior written consent of the other Party hereto shall be void.
19. This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and permitted assigns.
20. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.
21. This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of New York without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of competent jurisdiction in Oneida County, New York. Northwoods expressly agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action on the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action shall be deemed good and sufficient service. In the event that at the time an action is filed Northwoods does not maintain an entity and address listed with the New York State Department of State for service of process, then service on the entity and address listed as of the date of negotiation of this agreement, namely Northwoods Consulting Partners, Inc., 5815 Wall Street, Dublin, Ohio 43017, shall be deemed good and sufficient service.
22. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this

Agreement shall be valid and enforced to the fullest extent permitted by law.

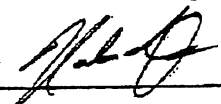
23. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association, or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.
24. If by reason of *force majeure* either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.
25. Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
26. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. This Agreement may also be executed electronically. Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.
27. This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof.

*Remainder of Page Intentionally  
Blank Signature Page Follows*



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

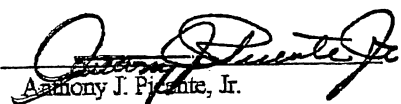
**Northwoods Consulting Partners, Inc.**

By: 

Nick Patel, Chief Financial Officer

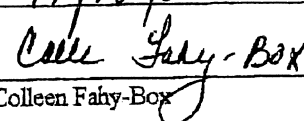
Date: 9/3/2020

**Oneida County**

By:  11/18/20  
Anthony J. Picante, Jr.

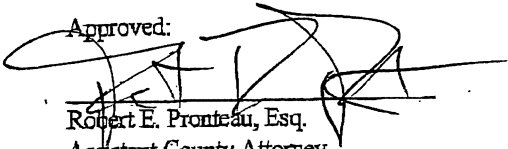
Title: Oneida County Executive

Date: 11/18/20

By:  9/28/20  
Colleen Fahy-Box

Title: Commissioner  
Department of Family and Community Services

Approved:

  
Robert E. Pronteau, Esq.  
Assistant County Attorney

### Attachment A

This firm fixed price quote is for Northwoods to implement a queue system and lobby modernization solution that consists of the following:

- Software-as-a-Service (SaaS), including Compass Appointments, Compass Appointments Lobby, Compass Appointments Kiosk, and ongoing solution support
- Professional services
- Hardware

A summary of solution costs for a 3-year contract is provided below:

Description	Costs
SaaS – Appointments Year 1	\$180,900
Professional Services	\$83,000
Hardware	\$33,706
Total First Year Costs	\$297,606
SaaS – Appointments Year 2	\$180,900
SaaS – Appointments Year 3	\$180,900

**SCHEDULE A1**  
Payment Terms

<b>DESCRIPTION</b>	<b>AMOUNT DUE</b>
<b>Northwoods Software Subscription (Initial Term)</b>	
Year 1 – Due upon execution of Agreement	\$180,900.00
Year 2 – Due on anniversary of Subscription Date	\$180,900.00
Year 3 – Due on anniversary of Subscription Date	\$180,900.00
<b>Northwoods Software Subscription (Option Term(s))*</b>	
<b>Hardware</b>	
Five (5) Self Check-In Kiosks – Due upon execution of Agreement	\$30,890.00
Two (2) Lobby Monitors – Due upon execution of Agreement	\$2,816.00
<b>Services</b>	
30% due upon completion of the Startup Phase of the Project	\$24,900.00
20% due upon completion of the Design Phase of the Project	\$16,600.00
20% due upon completion of the Test Phase of the Project	\$16,600.00
20% due upon completion of the Deploy Phase of the Project	\$16,600.00
10% due upon completion of the Closeout Phase of the Project	\$8,300.00

\* Northwoods Software subscription payments are subject to fee increases for each Option Term.

**ATTACHMENT B**  
Terms of Service

**1. USAGE GRANT:**

(a) Northwoods grants to You, for the term of this Agreement, a non-exclusive, non-assignable (except as herein provided), non-transferable, right to use the Northwoods Software (as defined in the Software as a Service Agreement), solely for use by You internally, and only for capturing, storing, processing and accessing Your Data. You shall not make any use of the Northwoods Software in any manner not expressly permitted in this Attachment B.

(b) You acknowledge and understand that the Northwoods Software is available for use only during the term of this Agreement (as defined in the Software as a Service Agreement).

(c) You agree: (1) not to remove any Northwoods' notices in the Northwoods Software or Documentation; (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Northwoods Software or Documentation; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Northwoods Software; and 5) not to prepare derivative works from the Northwoods Software or Documentation.

(d) You may not assign, transfer or sublicense all or part of Your rights without the prior written consent of Northwoods; provided that Northwoods agrees that such consent shall not be unreasonably withheld in the case of any assignment by You of Your rights in their entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Your assets that assumes in writing all of Your obligations and duties under this Attachment B.

(e) The Northwoods Software may be bundled with software owned by third parties. Such third party software is available for use solely within the Northwoods Software and is not to be used on a stand-alone basis. Notwithstanding the above, You acknowledge that the Northwoods Software may include open source software governed by an open source license, in which case the open source license may grant you additional rights to such open source software.

**2. OWNERSHIP:**

(a) Notwithstanding the ownership of any customization made to the Northwoods Software for Subscriber or at Subscriber's request, Northwoods and its licensors retain all right, title, and interest in and to the Northwoods Software and related documentation and materials, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Northwoods Software. The Northwoods Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Northwoods Software are transferred to You. You agree that nothing in this Agreement or associated documents gives You any right, title, or interest in the Northwoods Software, except for the limited express rights granted herein.

(b) You are (i) responsible for the accuracy, quality, and legality of Your Data (as defined in the Software as a Service Agreement) and the means by which You acquired Your Data, and (ii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Northwoods Software, and notify Northwoods promptly of any such unauthorized access or use.

**3. INTERNET ACCESS:**

In order to use the Northwoods Software, You must have or must obtain access to the World Wide Web, either directly



or through devices that access Web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web.

**4. PASSWORDS, ACCESS, AND NOTIFICATION:**

You will provide and assign unique password and user names to each authorized user. You acknowledge and agree that You are prohibited from sharing passwords and or user names with unauthorized users. You will be responsible for the confidentiality and use of Your (including Your employees') passwords and user names. You agree to notify Northwoods if You become aware of any loss or theft or unauthorized use of any of Your passwords, user names, and/or account number.

**ATTACHMENT C**  
Ongoing Support

**ONGOING SUPPORT**

- a. Support Center Access. Ongoing support services are provided via Northwoods Support Center and generally will be available during the hours of 7:00 a.m. to 5:00 p.m., in the applicable time zone for the Subscriber, Monday through Friday, excluding Northwoods' holidays, or as otherwise provided by Northwoods to its end users in the normal course of its business, either by telephone or web portal.
  
- b. Traverse Documentation and Videos. Where applicable, all Traverse product documentation is available through the application's help feature. Fully searchable and regularly updated, product documentation provides customers with specifics around Traverse features, functionality, configurable settings, and product updates. Northwoods University is a web-based LMS available to all Traverse customers. It contains Traverse-specific videos and training courses designed to strengthen a worker's skills and familiarity with their solution.
  
- c. Exclusions. Northwoods is not responsible for providing, nor obligated to provide, support services under this Agreement if County requested integration services and changes are made to the source data subsequent to Northwoods performing the integration services. This includes, but is not limited to, (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any request by County for Northwoods to support such an instance is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods' then-current rates.



**SCHEDULE C1**  
Service Level Agreement

**Service Commitment**

This Service Level Agreement (SLA) applies to You because you have contracted for web-based software and/or infrastructure hosting services (“Hosting Services”).

Northwoods will use commercially reasonable efforts to make its Hosting Services available with a monthly System Availability Percentage (defined below) of at least 99.9% (“Service Commitment”).

**Definitions**

“System Availability Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosting Services were Unavailable to You. System Availability Percentage measurements exclude downtime resulting directly or indirectly from any Hosting Services Exclusion (defined below).

“Scheduled Downtime” equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Northwoods will work with You to determine and use commercially reasonable efforts to schedule any such downtime after regular business hours, during times that minimize the disruption to operations. The amount of Scheduled Downtime may vary from month to month depending on the level of change to the system.

“Unavailable” and “Unavailability” mean all of your running instances have no external connectivity.

**Service Credits**

Service credits are calculated as a percentage of the total charges paid by You annually for the Hosting Services, divided by twelve (12) to determine the credit for the month in which the Unavailability occurred.

In the event Northwoods does not meet the Service Commitment, You may be eligible to receive a 10% service credit. Northwoods will apply any such service credit only against future Hosting Services payments otherwise due from You. Service credits will not entitle You to any refund or other payment from Northwoods. Service credits may not be transferred or applied to any other account You may have with Northwoods. Unless otherwise provided, Your sole and exclusive remedy for any Unavailability, non-performance, or other failure by Northwoods to provide the Hosting Services is the receipt of a service credit in accordance with the terms of this SLA.

**Credit Request and Payment Procedures**

To receive a service credit, You must submit a claim by contacting the Director of Northwoods Support Center. To be eligible, the credit request must be received by us by the end of the calendar month after which the incident occurred and must include:

- The words “SLA Credit Request” in the subject line;
- The dates and times of each Unavailability incident that you are claiming;
- Your request logs that document the errors and corroborate your claimed outage.

If the System Availability Percentage of such request is confirmed by Northwoods and is less than the Service Commitment, then Northwoods will issue the service credit to You and will apply such credit against your next annual invoice for Hosting Services. Your failure to provide the request and other information as required above will disqualify You from receiving a service credit.

**Hosting Services Exclusions**

The Service Commitment does not apply to any Unavailability, suspension, or termination of Hosting Services: (i) caused by factors outside of our reasonable control, include any force majeure event or internet access or related problems beyond the demarcation point of the hosting data center; (ii) that result from any actions or inactions of You or a third party, including failure to acknowledge a recovery volume; (iii) that result from Your equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) that are due to any Scheduled Downtime (collectively, the “Hosting Services Exclusions”). If availability is impacted by factors others than those used in our System Availability Percentage calculation, then we may issue a service credit considering such factors at our discretion.

**ATTACHMENT D**

Proposal

*See Attached*

APPENDIX A  
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
  - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
  - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
  - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - \*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

#### NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  1. By certified or registered United States mail, return receipt requested;
  2. By facsimile transmission;
  3. By personal delivery;
  4. By expedited delivery service; or
  5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

---

**\*\*Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.



purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
  5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
  6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

#### CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

## TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.



- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

## CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

## FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

## ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Northwoods Consulting Partners, Inc.

---


NAME OF CONTRACTED AGENCY

Nick Patel

CFO

---

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



Aug 30, 2020

---

SIGNATURE

DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff  
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of Northwoods Consulting Partners, Inc., (the  
Name of Contract Agency

"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

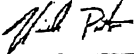
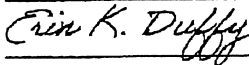
I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Nick Patel  
Signature:   
Title: CFO  
Date: Aug 30, 2020  
Witness: 

## STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a



criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records



shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Exhibit B  
(First Amendment)



## FIRST AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT

This FIRST AMENDMENT ("First Amendment"), to be effective on the date when fully executed by both Parties, is made and entered into by and between Northwoods Consulting Partners, Inc., a foreign business corporation authorized to do business in the State of New York, with offices at 5200 Rings Road, Dublin, Ohio 43017 ("Northwoods") and Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services ("You" "Your" or "Subscriber"), referred to collectively as "the Parties."

WHEREAS, the Parties have previously entered into a Software as a Service Agreement for Compass subscription services, effective November 18, 2020, Oneida County contract number 114165 ("Original Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the COVID-19 pandemic and resulting travel restrictions have delayed performance of the Services; and

WHEREAS, the Parties now desire to amend that Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereto agree to the following amendment of the Original Agreement:

1. In Section 2 of the Original Agreement titled "Definitions," deleting subsection i) "Subscription Date" in its entirety.
2. In Section 4 of the Original Agreement titled "Term," deleting "The term of this Agreement is for a period of three (3) years from the Subscription Date ("Initial Term")" and replacing it with "The term of this Agreement is from March 1, 2021 through February 29, 2024 ("Initial Term")."
3. In Attachment A of the Original Agreement, deleting \$33,706 and replacing it with \$30,474.00.
4. Schedule A1 of the Original Agreement, which are the Payment Terms, shall be replaced with the Schedule A1 that is attached hereto and made a part hereof.


All other provisions of the Original Agreement, as modified by later amendments, shall remain in full force and effect.

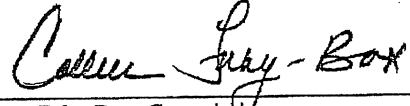
*Signature Page Follows  
Remainder of Page Intentionally Blank*



IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed by the duly authorized officers or representatives of each party on the day and year set forth below.

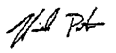
ONEIDA COUNTY

  
\_\_\_\_\_  
Anthony J. Picente, Jr., County Executive  
4-28-21  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Colleen Fahy-Box, Commissioner  
April 27, 2021  
\_\_\_\_\_  
(Date)

Approved:  
  
\_\_\_\_\_  
Maryangela Scalzo, Assistant County Attorney

NORTHWOODS CONSULTING PARTNERS, INC.

  
\_\_\_\_\_  
Nick Patel, Chief Finance Officer  
Mar 18, 2021  
\_\_\_\_\_  
(Date)





**SCHEDULE A1**  
Payment Terms

DESCRIPTION	AMOUNT DUE
<b>Northwoods Software Subscription (Initial Term)</b>	
Year 1 – March 1, 2021 - February 28, 2022- Due on or before March 1, 2021	\$180,900.00
Year 2 – March 1, 2022- February 28, 2023- Due on or before March 1, 2022	\$180,900.00
Year 3 – March 1, 2023- February 29, 2024- Due on or before March 1, 2023	\$180,900.00
<b>Northwoods Software Subscription (Option Term(s))*</b>	
<b>Hardware</b>	
Four (4) Self Check-In Kiosks – Due upon execution of this First Amendment	\$24,712.00
Four (4) Lobby Monitors – Due upon execution of this First Amendment	\$5,632.00
One Printer-Label Due upon execution of this First Amendment	\$130.00
<b>Services</b>	
30% due upon completion of the Startup Phase of the Project	\$24,900.00
20% due upon completion of the Design Phase of the Project	\$16,600.00
20% due upon completion of the Test Phase of the Project	\$16,600.00
20% due upon completion of the Deploy Phase of the Project	\$16,600.00
10% due upon completion of the Closeout Phase of the Project	\$8,300.00

30474.00

\* Northwoods Software subscription payments are subject to fee increases for each Option Term.






# Amendment 1 to SaaS FINAL package

Final Audit Report

2021-03-18

Created:	2021-03-18
By:	Erin Duffy (erin.duffy@teamnorthwoods.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAyk-mkZJSPSG6h40vJEIpfWxxV9MHNtO

## "Amendment 1 to SaaS FINAL package" History

-  Document created by Erin Duffy (erin.duffy@teamnorthwoods.com)  
2021-03-18 - 3:47:16 PM GMT - IP address: 69.136.18.86
-  Document emailed to Nick Patel (nick.patel@teamnorthwoods.com) for signature  
2021-03-18 - 3:47:55 PM GMT
-  Email viewed by Nick Patel (nick.patel@teamnorthwoods.com)  
2021-03-18 - 5:09:50 PM GMT - IP address: 209.143.87.130
-  Document e-signed by Nick Patel (nick.patel@teamnorthwoods.com)  
Signature Date: 2021-03-18 - 5:16:54 PM GMT - Time Source: server- IP address: 209.143.87.130
-  Agreement completed.  
2021-03-18 - 5:16:54 PM GMT

## EXHIBIT A- SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as "Agreement" or "SaaS Agreement") is made and entered when fully executed by signatures of both parties ("Effective Date") by and between Northwoods Consulting Partners, Inc., a foreign business corporation authorized to do business in New York State, with an office at 5200 Rings Road, Dublin, Ohio 43017, USA, (hereinafter referred to as "Northwoods"), and Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, by and through its Department of Family and Community Services (hereinafter referred to as "You" "Your" or "Subscriber").

1. Scope of Agreement. This Agreement states the terms and conditions under which Northwoods will:
  - a) Grant You access to certain software programs and related documentation on a non-exclusive basis; and
  - b) Provide services such as project management, installation, training, infrastructure hosting, and support to You.
  - c) In the event there is a conflict between this Agreement and the attached Proposal, the terms of this Agreement shall govern.
  
2. Definitions. As used in this Agreement, the following definitions apply to capitalized terms:
  - a) "Aggregate/Anonymous Data" means: (i) data generated by aggregating Your Data with other data so that the results are non-personally identifiable with respect to You or your customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
  - b) "Charges" means the amounts to be paid by You for the right to use any of the applicable Software, Services and/or hardware or other Third Party Products under the terms of this Agreement. The Charges are described in Attachment A and the payment schedule for these Charges are defined in Schedule A1.
  - c) "Documentation" means Northwoods' electronic user guides, documentation, and help and training materials, as updated from time to time.
  - d) "Northwoods Software" means the Compass®, Traverse®, or other proprietary Northwoods-branded, computer programs, in object code form, and their associated documentation. Attachment A lists separately the various modules and quantities (where applicable) of Northwoods Software made available to You and Attachment B contains the terms of use applicable to the Northwoods Software.
  - e) "Proposal" means the detailed work plan for the initial implementation, attached hereto as Attachment D.
  - f) "Service Level Agreement" or "SLA" defines the terms under which Northwoods will offer the Services, as defined in Schedule C1.
  - g) "Services" means the professional services that are ordered by and paid by You.
  - h) "Software" means collectively Northwoods Software and any Third Party Products.
  - i) "Subscription Date" means the date that equals the first day of the month following the Effective Date.
  - j) "Support Services" means the maintenance and support services to be provided by Northwoods in accordance with Attachment C.
  - k) "Third Party Products" means any product or software program acquired by Northwoods from an outside vendor on Your behalf under the terms of this Agreement. Attachment A lists separately the various Third Party Products made available to You.
  - l) "Your Data" means electronic data and information submitted by You or for You to the Services or collected and processed by or for You using the Services.
  - m) "Your Database" means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by You.
  
3. Northwoods' Responsibilities. Northwoods will (i) make the Software available to You pursuant to this Agreement; (ii) provide Services for the initial implementation of this project, as described more fully in Attachment D; and (iii) provide our Support Services to You, as described more fully in Attachment C.
  
4. Term. The term of this Agreement is for a period of three (3) years from the Subscription Date ("Initial Term"). This Agreement may be terminated by either Party as provided in Section 12. At the expiration of the Initial Term, this Agreement will be automatically renewed on an annual basis on the anniversary of the Subscription



Date for additional three (3) year terms ("Option Terms"). Either Party may terminate this Agreement as of the last day of the Initial Term or any Option Term by giving the other Party not less than sixty (60) days' written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term.

5. Initial Implementation. Northwoods will furnish only such staff, materials, supplies, and labor for the initial implementation as detailed in the Proposal for this Project. Upon execution by both parties, any subsequent Proposal will become part of this Agreement. The Parties may modify the requirements of any Proposal through a written change order, and such written change order will become part of the respective Proposal when executed by authorized representatives of both parties.
6. Charges and Payment Terms.
  - a) You agree to pay Northwoods the Charges at the times and in the amounts set forth in Schedule A1.
  - b) Invoices are payable net thirty (30) days after receipt of invoice. Failure to remit timely payment of any invoice may result in Northwoods ceasing work on the initial implementation and/or ceasing to provide the Software or the Services.
  - c) Any delay in the project that is the direct result of Your failure to comply with the terms of this Agreement and any of its Attachments or Schedules may result in Northwoods ceasing work on the initial implementation and will require You to reimburse Northwoods' actual costs incurred as a result of said delay.
7. Taxes. Fees are exclusive of taxes and You will promptly pay or reimburse Northwoods for all taxes arising out of this Agreement, whether or not Northwoods provided prior notice of, or invoiced, any such taxes to You. For purposes of this Agreement, "taxes" means any sales, use, and other taxes (other than taxes on Northwoods' income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If You are required to pay or withhold any tax in respect of any payments due to Northwoods hereunder, You will gross up payments actually made such that Northwoods receives sums due hereunder in full and free of any deduction for any such tax. If You are legally entitled to an exemption from the payment of any taxes, You will promptly provide Northwoods with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.
8. You acknowledge and understand that the output of Northwoods Software is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only.
9. Ownership.
  - a) Your Data shall be considered Confidential Information and remains Your sole and exclusive property. Notwithstanding the foregoing, and subject to Section 10 below, You grant Northwoods a limited, revocable, royalty-free license to use Your Data only for the purpose of providing and continually improving and refining the Services. The license grant includes a license to store, transmit, maintain, and display Your Data only to the extent necessary to provide the Services to You.
  - b) Customizations. Any customization of Northwoods Software specifically for You or at Your request is owned by You, with all rights, title, and interest to such customization being assigned to You. For such customizations, You grant Northwoods a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute such customization(s) for its own business purposes and for use with other customers.
  - c) Aggregate/Anonymous Data. You agree that Northwoods will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the Parties agree that Northwoods may use Aggregate/Anonymous Data for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Northwoods' products and services and to create and distribute reports and other materials). Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies You or your customers.
  - d) Feedback. If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Service(s) ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Northwoods to use that Feedback without restriction and without



payment to you. Accordingly, you hereby grant to Northwoods a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.

10. Privacy. You are aware and agree that Northwoods may, as part of the normal operation and support of the Northwoods Software, collect information related to the use of the Northwoods Software, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our products for the purpose of improving user experience.
11. Publicity. You authorize Northwoods to identify You as a client, and to use Your name and logo in any of Northwoods' mutually agreed to advertising copy, promotional material, and/or press releases.
12. Termination.
  - a) If either Party is in default of any of its material obligations hereunder, and has not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the other Party, then this Agreement may be terminated.
  - b) In the event of termination, You shall be responsible for payment for all Software and Services rendered by Northwoods through the date of termination.
  - c) Upon termination of this Agreement for any reason, You shall immediately (i) discontinue any and all use of the Software and Documentation; and (ii) either (A) return the Documentation to Northwoods, or (B) with the prior permission of Northwoods, destroy the Documentation and certify in writing to Northwoods that You have completed such destruction. Further, upon termination of this Agreement, Northwoods may immediately deactivate Your account.
  - d) Upon receipt of a termination notice and within thirty (30) days of the date of termination of this Agreement by either Party, Northwoods will make Your Data available to You for export or download. Specifically, within 30 days of the date of termination, Northwoods will provide You with an encrypted hard drive containing 1) all data stored in the database in a format that is comparable to a relational database backup; and 2) all other content in the original format in which it was collected (e.g., jpeg or mp3) at no additional cost to You.
13. Warranties.
  - a) Each party represents and warrants that it has the legal power to enter into this Agreement. Northwoods warrants: (i) the Software will substantially conform in all material respects with the applicable Documentation; (ii) Northwoods further represents and warrants that it has all rights required to provide the Software to You and that to the best of Northwoods' knowledge the Software does not infringe upon or violate the United States patent rights of any third party or the copyright or trade secret right of any third party; and (iii) the functionality of the Software will not be decreased from that available as of the Effective Date.
  - c) If any modifications, additions, or alterations of any kind or nature are made to the Software by You or anyone acting with Your consent or under Your direction, all warranties will immediately terminate.
  - d) NORTHWOODS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE, OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.
14. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT APPLY TO LIMIT LIABILITY IN CONNECTION WITH CLAIM FOR INDEMNIFICATION. In no event shall either Party



be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the Software or Services even if Northwoods has been advised of the possibility of such damages.

15. Indemnification.

- a) *Cyber/Security Breach Indemnification.* In the event of any claim by a third party against You (the "Cyber Claim"), alleging that You and/or Northwoods caused a breach of the security, confidentiality, or integrity of Your Data, You will notify Northwoods of the Cyber Claim in writing within five (5) business days of the receipt of the Cyber Claim and tender sole control of the Cyber Claim to Northwoods and/or its insurer(s) and Northwoods will defend such Cyber Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such Cyber Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such a breach is found, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any Cyber Claim, to the extent that the Cyber Claim is based upon the sole negligence or willful misconduct of You. If You and Northwoods are both at fault in connection with the data breach, Northwoods' obligation to defend and indemnify shall be limited and proportional to the parties' relative fault.
- b) *IP Indemnification.* In the event of any claim by a third party against You (the "IP Claim"), alleging that the use of the Northwoods Software infringes upon any intellectual property rights of such third party, You will notify Northwoods and/or its insurer(s) of the IP Claim in writing within five (5) business days of the receipt of the IP Claim and tender sole control of the IP Claim to Northwoods and/or its insurer(s) and Northwoods will defend such IP Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such IP Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such an infringement is found and Northwoods cannot either procure the right to continued use of the Northwoods Software, or replace or modify the Northwoods Software with a non-infringing program, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any IP Claim, to the extent that the IP Claim is based upon (i) the negligence or willful misconduct of You; (ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim; or (iii) the modification of the Northwoods Software or any portion thereof by anyone other than Northwoods, provided that the Northwoods Software in unmodified form is not the cause of such IP Claim.

16. Confidentiality.

- a) Each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect its own confidential information to protect any confidential information of the other party that is disclosed during negotiation or performance of this Agreement.
- b) You will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Northwoods and/or the owner of the Third Party Products. This includes, but is not limited to: (i) instructing Your employees that have access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (iii) maintaining proper control of passwords and security procedures to prevent unauthorized access to Your Database.
- c) Northwoods will comply with any and all state and federal laws and regulations with respect to the confidentiality of the information it receives pursuant to this agreement, including, but not limited to, any



applicable regulations from the Internal Revenue Service, and any federal regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).

17. Notices. All official notifications, including but not limited to, termination of this Agreement must be sent to the other Party's authorized representative. All notices required under this Agreement will be in writing and deemed delivered upon: (1) personal delivery; (2) three (3) days subject to being posted with the U.S. registered or certified mail, return receipt requested; or (3) two (2) days after deposit with a commercial express air courier specifying next day delivery, with verification of receipt.

Northwoods' authorized representative for the purpose of administration of this contract is:

Name: Sarah Edwards, General Counsel and Chief Administrative Officer  
Address: 5200 Rings Road  
Dublin, OH 43017  
Telephone: (614) 781-7800  
Email: [Sarah.Edwards@teamnorthwoods.com](mailto:Sarah.Edwards@teamnorthwoods.com)

Your authorized representative for the purpose of administration of this contract is:

Name: Tammy Stoetzner  
Address: DFCS Business Accounting  
800 Park Avenue  
Utica, NY 13501  
Telephone: 315-798-5260  
Email: [tstoetzner@ocgov.net](mailto:tstoetzner@ocgov.net)

18. Neither Party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other Party hereto. Any such assignment without the prior written consent of the other Party hereto shall be void.
19. This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and permitted assigns.
20. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.
21. This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of New York without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of competent jurisdiction in Oneida County, New York. Northwoods expressly agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action on the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action shall be deemed good and sufficient service. In the event that at the time an action is filed Northwoods does not maintain an entity and address listed with the New York State Department of State for service of process, then service on the entity and address listed as of the date of negotiation of this agreement, namely Northwoods Consulting Partners, Inc., 5815 Wall Street, Dublin, Ohio 43017, shall be deemed good and sufficient service.
22. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this



Agreement shall be valid and enforced to the fullest extent permitted by law.

23. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association, or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.
24. If by reason of *force majeure* either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.
25. Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
26. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. This Agreement may also be executed electronically. Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.
27. This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof.

*Remainder of Page Intentionally  
Blank Signature Page Follows*





IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

Northwoods Consulting Partners, Inc.

By: [Signature]

Nick Patel, Chief Financial Officer

Date: 9/3/2020

Oneida County

By: [Signature] 11/18/20  
Anthony J. Pizante, Jr.

Title: Oneida County Executive

Date: 11/18/20

By: Colleen Fahy-Box 9/28/20  
Colleen Fahy-Box

Title: Commissioner  
Department of Family and Community Services

Approved: [Signature]  
Robert E. Pronteau, Esq.  
Assistant County Attorney



**Attachment A**

This firm fixed price quote is for Northwoods to implement a queue system and lobby modernization solution that consists of the following:

- Software-as-a-Service (SaaS), including Compass Appointments, Compass Appointments Lobby, Compass Appointments Kiosk, and ongoing solution support
- Professional services
- Hardware

A summary of solution costs for a 3-year contract is provided below:

Description	Costs
SaaS – Appointments Year 1	\$180,900
Professional Services	\$83,000
Hardware	\$33,706
Total First Year Costs	\$297,606
SaaS – Appointments Year 2	\$180,900
SaaS – Appointments Year 3	\$180,900



**SCHEDULE A1**  
Payment Terms

DESCRIPTION	AMOUNT DUE
<b>Northwoods Software Subscription (Initial Term)</b>	
Year 1 – Due upon execution of Agreement	\$180,900.00
Year 2 – Due on anniversary of Subscription Date	\$180,900.00
Year 3 – Due on anniversary of Subscription Date	\$180,900.00
<b>Northwoods Software Subscription (Option Term(s))*</b>	
<b>Hardware</b>	
Five (5) Self Check-In Kiosks – Due upon execution of Agreement	\$30,890.00
Two (2) Lobby Monitors – Due upon execution of Agreement	\$2,816.00
<b>Services</b>	
30% due upon completion of the Startup Phase of the Project	\$24,900.00
20% due upon completion of the Design Phase of the Project	\$16,600.00
20% due upon completion of the Test Phase of the Project	\$16,600.00
20% due upon completion of the Deploy Phase of the Project	\$16,600.00
10% due upon completion of the Closeout Phase of the Project	\$8,300.00

\* Northwoods Software subscription payments are subject to fee increases for each Option Term.



**ATTACHMENT B**  
Terms of Service

**1. USAGE GRANT:**

(a) Northwoods grants to You, for the term of this Agreement, a non-exclusive, non-assignable (except as herein provided), non-transferable, right to use the Northwoods Software (as defined in the Software as a Service Agreement), solely for use by You internally, and only for capturing, storing, processing and accessing Your Data. You shall not make any use of the Northwoods Software in any manner not expressly permitted in this Attachment B.

(b) You acknowledge and understand that the Northwoods Software is available for use only during the term of this Agreement (as defined in the Software as a Service Agreement).

(c) You agree: (1) not to remove any Northwoods' notices in the Northwoods Software or Documentation; (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Northwoods Software or Documentation; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Northwoods Software; and 5) not to prepare derivative works from the Northwoods Software or Documentation.

(d) You may not assign, transfer or sublicense all or part of Your rights without the prior written consent of Northwoods; provided that Northwoods agrees that such consent shall not be unreasonably withheld in the case of any assignment by You of Your rights in their entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Your assets that assumes in writing all of Your obligations and duties under this Attachment B.

(e) The Northwoods Software may be bundled with software owned by third parties. Such third party software is available for use solely within the Northwoods Software and is not to be used on a stand-alone basis. Notwithstanding the above, You acknowledge that the Northwoods Software may include open source software governed by an open source license, in which case the open source license may grant you additional rights to such open source software.

**2. OWNERSHIP:**

(a) Notwithstanding the ownership of any customization made to the Northwoods Software for Subscriber or at Subscriber's request, Northwoods and its licensors retain all right, title, and interest in and to the Northwoods Software and related documentation and materials, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Northwoods Software. The Northwoods Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Northwoods Software are transferred to You. You agree that nothing in this Agreement or associated documents gives You any right, title, or interest in the Northwoods Software, except for the limited express rights granted herein.

(b) You are (i) responsible for the accuracy, quality, and legality of Your Data (as defined in the Software as a Service Agreement) and the means by which You acquired Your Data, and (ii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Northwoods Software, and notify Northwoods promptly of any such unauthorized access or use.

**3. INTERNET ACCESS:**

In order to use the Northwoods Software, You must have or must obtain access to the World Wide Web, either directly



or through devices that access Web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web.

**4. PASSWORDS, ACCESS, AND NOTIFICATION:**

You will provide and assign unique password and user names to each authorized user. You acknowledge and agree that You are prohibited from sharing passwords and or user names with unauthorized users. You will be responsible for the confidentiality and use of Your (including Your employees') passwords and user names. You agree to notify Northwoods if You become aware of any loss or theft or unauthorized use of any of Your passwords, user names, and/or account number.

**ATTACHMENT C**  
Ongoing Support

**ONGOING SUPPORT**

- a. Support Center Access. Ongoing support services are provided via Northwoods Support Center and generally will be available during the hours of 7:00 a.m. to 5:00 p.m., in the applicable time zone for the Subscriber, Monday through Friday, excluding Northwoods' holidays, or as otherwise provided by Northwoods to its end users in the normal course of its business, either by telephone or web portal.
- b. Traverse Documentation and Videos. Where applicable, all Traverse product documentation is available through the application's help feature. Fully searchable and regularly updated, product documentation provides customers with specifics around Traverse features, functionality, configurable settings, and product updates. Northwoods University is a web-based LMS available to all Traverse customers. It contains Traverse-specific videos and training courses designed to strengthen a worker's skills and familiarity with their solution.
- c. Exclusions. Northwoods is not responsible for providing, nor obligated to provide, support services under this Agreement if County requested integration services and changes are made to the source data subsequent to Northwoods performing the integration services. This includes, but is not limited to, (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any request by County for Northwoods to support such an instance is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods' then-current rates.



## SCHEDULE C1 Service Level Agreement

### Service Commitment

This Service Level Agreement (SLA) applies to You because you have contracted for web-based software and/or infrastructure hosting services ("Hosting Services").

Northwoods will use commercially reasonable efforts to make its Hosting Services available with a monthly System Availability Percentage (defined below) of at least 99.9% ("Service Commitment").

### Definitions

"System Availability Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosting Services were Unavailable to You. System Availability Percentage measurements exclude downtime resulting directly or indirectly from any Hosting Services Exclusion (defined below).

"Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Northwoods will work with You to determine and use commercially reasonable efforts to schedule any such downtime after regular business hours, during times that minimize the disruption to operations. The amount of Scheduled Downtime may vary from month to month depending on the level of change to the system.

"Unavailable" and "Unavailability" mean all of your running instances have no external connectivity.

### Service Credits

Service credits are calculated as a percentage of the total charges paid by You annually for the Hosting Services, divided by twelve (12) to determine the credit for the month in which the Unavailability occurred.

In the event Northwoods does not meet the Service Commitment, You may be eligible to receive a 10% service credit. Northwoods will apply any such service credit only against future Hosting Services payments otherwise due from You. Service credits will not entitle You to any refund or other payment from Northwoods. Service credits may not be transferred or applied to any other account You may have with Northwoods. Unless otherwise provided, Your sole and exclusive remedy for any Unavailability, non-performance, or other failure by Northwoods to provide the Hosting Services is the receipt of a service credit in accordance with the terms of this SLA.

### Credit Request and Payment Procedures

To receive a service credit, You must submit a claim by contacting the Director of Northwoods Support Center. To be eligible, the credit request must be received by us by the end of the calendar month after which the incident occurred and must include:

- The words "SLA Credit Request" in the subject line;
- The dates and times of each Unavailability incident that you are claiming;
- Your request logs that document the errors and corroborate your claimed outage.

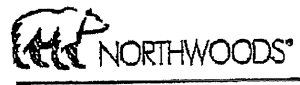
If the System Availability Percentage of such request is confirmed by Northwoods and is less than the Service Commitment, then Northwoods will issue the service credit to You and will apply such credit against your next annual invoice for Hosting Services. Your failure to provide the request and other information as required above will disqualify You from receiving a service credit.



### **Hosting Services Exclusions**

The Service Commitment does not apply to any Unavailability, suspension, or termination of Hosting Services: (i) caused by factors outside of our reasonable control, include any force majeure event or internet access or related problems beyond the demarcation point of the hosting data center; (ii) that result from any actions or inactions of You or a third party, including failure to acknowledge a recovery volume; (iii) that result from Your equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) that are due to any Scheduled Downtime (collectively, the "Hosting Services Exclusions"). If availability is impacted by factors others than those used in our System Availability Percentage calculation, then we may issue a service credit considering such factors at our discretion.





---

**ATTACHMENT D**

Proposal

*See Attached*

APPENDIX A  
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- \*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

#### NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  1. By certified or registered United States mail, return receipt requested;
  2. By facsimile transmission;
  3. By personal delivery;
  4. By expedited delivery service; or
  5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; .

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

---

**\*\*Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the



- rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
  - i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
  - j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
  - k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
  - l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
  - m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
  5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
  6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

#### REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

#### CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDDS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

#### TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

## CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.



## FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

## ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Northwoods Consulting Partners, Inc.

---

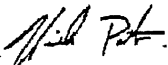
NAME OF CONTRACTED AGENCY

Nick Patel

CFO

---

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



Aug 30, 2020

---

SIGNATURE

DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff  
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of Northwoods Consulting Partners, Inc., (the  
Name of Contract Agency

"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.


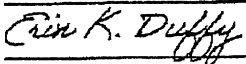
I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the agreements stated herein, any individual who incurs damages due to the disclosure may recover such damages in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Nick Patel  
Signature:   
Title: CFO  
Date: Aug 30, 2020  
Witness: 

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;



- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

##### 5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
  
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;



request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida; and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5738 Fax (315) 798-5218

March 18, 2024

FN 20 24-171

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find a grant from the New York State Office of Children and Family Services (NYSOCFS) to provide funds to be used for the Child Fatality Review Team (CFRT).

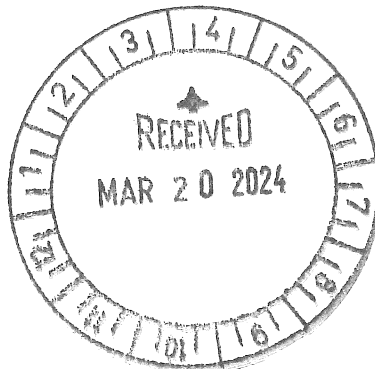
The purpose of the Child Fatality Review Team is to investigate the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive service case and in the case of a report made to the New York Central Register involving the death of a child. A fatality review team may also investigate any unexplained or unexpected death of any child under the age of eighteen.

The term of this grant is from February 1, 2024 through January 31, 2029. The total cost of this grant is \$354,640.00, consisting of 100% State funding through NYSOCFS. There will be no county funds utilized to support this effort.

If this grant meets with your approval, please forward to the Board of Legislators for acceptance of these grant funds.

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 3-20-24

Attachments.

**Oneida Co. Department Family and Community Services**  
#35401

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other**       X      

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Office of Children and Family Services  
52 Washington Street  
Rensselaer, New York 12144

**Title of Activity or Services:** Child Fatality Review Team

**Proposed Dates of Operations:** February 1, 2024 through January 31, 2029

**Client Population/Number to be Served:**

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The purpose of the Child Fatality Review Team is to review the circumstances of the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive service case and in the case of a report made to the New York State Central Register involving the death of a child. A fatality review team may also review any unexplained or unexpected death of any child under the age of eighteen.

**2). Program/Service Objectives and Outcomes**

- Increase the percentage of reported childhood deaths.
- Maintain accurate records of reports, arrests, prosecutions, and convictions, coordinate quarterly meetings, facilitate trainings, collect data, and provide community outreach based on needs assessment.
- Provide a review process for child fatality in an effort to prevent future child deaths and promote child safety.

**3). Program Design and Staffing Level – N/A**

**Total Grant Amount:** \$354,640.00; Annually: \$70,928.00      **Account#:** A2703

**Oneida County Dept. Funding Recommendation:** \$354,640.00

**Proposed Funding Source (Federal \$ / State \$ / County \$):** 100% State (NYSOCFS)

**Cost Per Client Served:** N/A

**Mandated or Non-Mandated –** Non-Mandated. The local district may establish a Child Fatality Review Team with NYS OCFS approval.

**Past performance Served:** The Department began the Child Fatality Review Team in August 2007 and has received 100% grant funding from NYOCFS to support this program. This grant provided funding in the amount of \$350,000 for the time period of February 1, 2019 through January 31, 2024.

**O.C. Department Staff Comments:** N/A

<p><b>STATE AGENCY:</b></p> <p>Office of Children and Family Services 52 Washington Street Rensselaer, New York 12144</p>	<p><b>NYS COMPTROLLER'S</b> C030028</p> <p><b>ORIGINATING AGENCY CODE:</b> 3400000</p>
<p><b>CONTRACTOR:</b></p> <p>ONEIDA COUNTY OF</p> <p>800 Park Ave UTICA NY 13501</p>	<p><b>TYPE OF PROGRAM (S):</b></p> <p>CQI Continuous Quality Improvement</p> <p>Child Fatality Review Teams</p>
<p><b>CHARITIES REGISTRATION NUMBER:</b></p> <p>If <b>EXEMPT</b> provide Reason: Governmental</p> <p>Contractor <input type="checkbox"/> has / <input type="checkbox"/> has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p>	<p><b>CONTRACT PERIOD:</b></p> <p><b>From:</b> 02/01/2024</p> <p><b>To:</b> 01/31/2029</p>
<p><b>Federal Tax ID #:</b></p> <p>156000460</p>	<p><b>FUNDING AMT FOR PERIOD:</b></p> <p>354,640.00</p>
<p><b>OSC Vendor ID#:</b></p> <p>1000002595</p>	
<p><b>STATUS:</b></p> <p>Contractor <input type="checkbox"/> is / <input checked="" type="checkbox"/> is not a sectarian entity.</p> <p>Contractor <input checked="" type="checkbox"/> is / <input type="checkbox"/> is not a not-for-profit organization.</p>	<p><b>TERM:</b></p> <p><b>From:</b> 02/01/2024</p> <p><b>To:</b> 01/31/2029</p>

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT**

Standard Agreement

Appendix A-1

Appendix A1-B

Appendix A-3

Appendix B - Budget

Multi Year Budget Form

Appendix C

Appendix D

Appendix MWBE

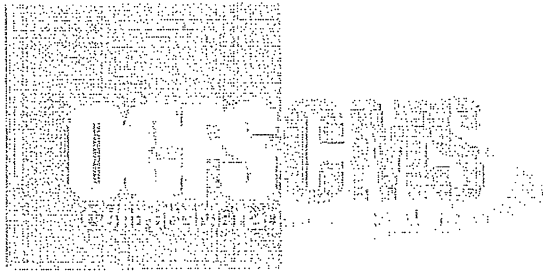
Appendix X

## STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:



In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:



ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

By: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

By: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT

between

The New York State Office of Children and Family Services having its principal offices at 52 Washington Street, Rensselaer, New York 12144

(hereinafter "OCFS" or the "State"),

and ONEIDA COUNTY OF

Contractor located at the address identified on the cover page of this agreement

(hereinafter "the Contractor").

WHEREAS, The OCFS initiated a Procurement (Invitation for Bid/Request for Proposal/single source/sole source) to contractually secure services; and

WHEREAS, the Contractor submitted a proposal; and

WHEREAS, the OCFS, selected the Contractor as a successful respondent to the Procurement to provide services and desires to engage the Contractor to fulfill OCFS's needs under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

### **Article 1: Agreement Duration and Amendment**

- A. This Agreement shall commence on the start date of the period as stated on the cover page of this agreement and will continue until the end date of the period as stated on the cover page of this agreement unless renewed according to the renewal provisions, if any, as stated in Appendix C.
- B. The State shall have the right to renegotiate the terms and conditions of this Agreement in the event applicable New York State (State) or Federal policy, rules, regulations and guidelines are altered from those existing at the time of this Agreement in order to be in continuous compliance therewith. This Agreement is subject to amendment only upon mutual consent of the parties, reduced to writing and approved by the Comptroller of the State of New York (or by the New York State Office of Children and Family Services for contracts fifty thousand dollars (\$50,000) or less).

### **Article 2: Executory Provision**

- A. The State Finance Law of the State of New York, Section 112, requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount be first approved by the Comptroller of the State of New York before becoming effective. For contracts that exceed fifty thousand dollars (\$50,000), the parties recognize that this Agreement is not wholly executory until and unless approved by the Comptroller of the State of New York. For contracts fifty thousand dollars (\$50,000) or less they are wholly executory when approved by the New York State Office of Children and Family Services.
- B. The State of New York is not liable for any cost incurred by the Contractor in preparation for or prior to the approval of an executed contract by the Comptroller of the State of New York or by the New York State Office of Children and Family Services for contracts fifty thousand dollars (\$50,000) or less. Additionally, no cost will be incurred by the State for the Contractor's participation in any pre-contract award activity.
- C. This Agreement and the Exhibits and Appendices, attached hereto and incorporated by reference herein, constitute the entire Agreement between the parties with respect to the subject matter; all other prior agreements, representations, Statements, negotiations and undertakings are



superseded hereby. The terms, provisions, representations and warranties contained in this Agreement shall survive performance hereunder. It is understood that unless the context clearly indicates otherwise, all references herein to this Agreement shall be deemed to include the Exhibits and Appendices attached hereto and incorporated by reference herein.

### **Article 3: Standard Contract Provisions**

- A. Standard New York State Contract Appendix A, attached hereto as Appendix A, is hereby fully incorporated into this Agreement.
- B. The parties agree that this Agreement shall be construed and interpreted in accordance with the Laws of the State of New York. The Contractor shall be required to bring any legal proceeding against the State arising from this Agreement in New York State courts.
- C. Should any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligation arising from such provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.
- D. No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to, or waiver of, a breach under this Agreement shall not constitute or consent to, a waiver of, or excuse for any other, different or subsequent breach.
- E. It shall be understood that the Contractor is an independent contractor, and the Contractor, its agents, officers and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the State.

### **Article 4: Assurances**

- A. The Contractor warrants that it has carefully reviewed the needs of the State for products and services, as described in the Procurement and its attachments and otherwise communicated in writing by the State to the Contractor, that it has familiarized itself with the specifications, and it warrants that it can provide such products and services as represented in its Proposal and the other documents incorporated into this Agreement.
- B. The Contractor agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.
- C. The Contractor warrants and affirms that the terms of this Agreement do not violate any contracts or agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under this Agreement.

### **Article 5: Contractor Requirements**

- A. The Contractor agrees to assume complete responsibility for the cost effective and timely accomplishment of all activities and duties required by this Agreement and to carry out those activities and duties in a competent and timely manner. The Contractor also agrees to perform in accordance with the specifications contained in the Procurement, as well as its proposal.
- B. The Contractor accepts sole and complete responsibility for the timely accomplishment of all activities required under this Agreement. Contractor shall also:
  - 1. Maintain an adequate administrative organizational structure sufficient to discharge its contractual responsibilities.
  - 2. Provide for normal day-to-day communications and maintain the level of liaison and cooperation with the State as necessary for proper performance of all contractual responsibilities.
  - 3. Replace any employee whose continued presence would be detrimental to the success of the State's efforts with an employee of equal or better qualifications. The State Contract Manager will exercise exclusive judgment in this matter and will be required to make such a request in writing only upon written request of the Contractor.
  - 4. Notify the State in writing of any changes in the persons designated to bind the Contractor.

5. Ensure that all contacts by Contractor personnel with other external organizations, to fulfill the objectives of this Agreement, are cleared and coordinated by the State. The State will fulfill this role promptly, so as not to impede the Contractor's timely performance hereunder.
  6. Assume responsibility for the accomplishment of all activities and duties required by this Agreement and carry out those activities and duties in a competent and timely manner.
  7. Notify the State within three business days, in writing, of each problem that threatens the success of the project, including a recommendation for resolution whenever possible.
  8. Agree that no aspect of Contractor performance under this Agreement will be contingent upon State personnel or the availability of State resources with the exception of 1) Those activities specifically identified in this Agreement as requiring State acquisition, approval, policy decisions, or policy approvals, 2) The normal cooperation which can be expected in a contractual relationship. Such actions by the State will not be unreasonably delayed, and except as stated specifically herein, the State shall not be liable for any damages for delays.
  9. Reasonably cooperate with any other contractors who may be engaged by the State to carry out responsibilities associated with this Agreement and immediately take into account changes mandated by Federal regulatory agencies and the State due to changes in policies, regulations, statutes or judicial interpretations, which the State and/or the Contractor may become aware of.
  10. Recognize and agree that any and all work performed outside the scope of this Agreement shall be deemed by the State to be gratuitous and not subject to charge by the Contractor.
  11. Implement changes within the scope of work of this Agreement, in accordance with a State approved schedule, including changes in policy, regulation, statute or judicial interpretation.
- C. The Contractor agrees that it and its personnel will at all times comply with all security regulations in effect at the State's premises, or any premises assigned, and externally for materials belonging to the State or to the Project.
- D. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an appropriate amount.
- E. The Contractor agrees to secure and keep in effect during the term of this agreement a policy of comprehensive liability insurance (if required) covering services to be performed pursuant to this agreement and to provide OCFS with a certificate of insurance indicating such coverage is in effect. Such certificate shall name OCFS as an additional insured and shall state that the policy will not be cancelled or changed without 10 days prior written notice to OCFS.
- F. The Contractor shall secure and keep in effect during the term of this agreement workers compensation and disability benefits coverage as required by law. The Contractor shall provide to OCFS certificates of such coverage, or proof that such coverage is not required, in such form as required by the Worker's Compensation Board.

#### **Article 6: Nonassignability**

- A. Full responsibility for the delivery of services provided by another firm acting as a subcontractor to the Contractor under this Agreement shall be assumed by the Contractor. Should the Contractor seek external financing, the State reserves the right to approve the assignment of the contract for financing purposes. The State shall consider the prime contractor to be sole contact with regard to all provisions of this Agreement.
- B. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Agreement.
- C. Subcontracting or assignment of the Contractor's duties and responsibilities will not be allowed without prior written approval of the State as specified in Appendix A. The Contractor shall furnish to the State the following:

1. A description of the supplies or services to be provided under the proposed subcontract;
2. Identification of the proposed subcontractor, including protected class status; and
3. Any other reasonable information or documentation requested by the State.

#### **Article 7: Charges**

- A. Payment to the Contractor shall be based on invoices submitted by the Contractor or on a Standard New York State Claim for Payment in a form acceptable to the State and the Comptroller of the State of New York. The State will make best efforts to process all invoices or claims for payment within thirty (30) days of their receipt; however, failure to make payment within said timeframe shall not be considered a breach of contract.
- B. Payment shall be made at the rates, frequency and manner as set forth in Appendix C attached hereto.
- C. The State shall not be liable for the payment of any taxes under this Agreement however designated, levied or imposed. The State represents that the Contractor is not liable for the payment of any transfer taxes including, but not limited to, sales taxes upon goods or services purchased for or provided to the State.

#### **Article 8: Performance Standards**

Per specification requirements indicated in Appendix D

#### **Article 9: Procurement lobbying Law**

The Contractor will comply with all New York State and Office procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and Office procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and Agreement pursuant to State Finance Law Sections 139-j and 139-k.

#### **Article 10: Public Officer's Law**

- A. The Contractor agrees not to engage in any conduct which the Contractor knows would violate or would assist an employee of the State in violating Sections 73 and 74 of the Public Officers' Law.
- B. The Contractor further recognizes that an administrative or judicial finding that a Contractor has violated any of the statutes specified in the Contractor/Subcontractor Background Questionnaire completed prior to the award of this contract may entitle the State to terminate the contract, at its discretion, within thirty days after the Contractor notifies the State of such finding or the State notifies the Contractor that it has become aware of such finding.
- C. Any termination of the contract by the State under this Article shall be deemed to be a termination of the contract for cause. The remedies set forth in this section shall be in addition to any other remedy available to the State under this contract or under any other provisions of law.

#### **Article 11: Rights of the State**

- A. LICENSE/OWNERSHIP/TITLE OF PRODUCTS FURNISHED - contractor warrants full ownership, clear title or perpetual license rights to any and all tangible or intangible products furnished, used or modified by the Contractor or third parties on behalf of the State, and Contractor shall be solely liable for the full cost of acquisition associated therewith. Contractor shall provide the State with appropriate documentation indicating the vesting of such rights in Contractor, and/or the right to transfer or transfer of such rights, as requested by the State. The cost of obtaining such rights for continued perpetual use of such product(s) by the State upon Project completion shall be deemed to have been included by Contractor in its proposal. Such products include, without limitation, all

hardware, commodities, custom programming or third party software, training modules, printed materials, source codes, or any other products or services furnished pursuant to this Agreement. The Contractor fully indemnifies the State for any loss, damages or actions arising from a breach of said warranty without limitation. The State and Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

B. TITLE TO PROPRIETARY INFORMATION FURNISHED FOR TESTING PURPOSES- Any and all proprietary written documentation, information, object or source code and software provided to the State for use in conjunction with an evaluation, shall remain the property of Contractor. In such event, Contractor hereby grants the State and its Authorized Users a perpetual, non-transferable and non-exclusive license to use all such documentation, technical information, confidential business information and all software and related documentation, in whatever form recorded (all hereinafter designated "property"), which are furnished to the State for testing purposes only.

C. OWNERSHIP/TITLE TO CUSTOM PRODUCTS/PROGRAMMING DELIVERABLES - All custom products, including custom programming or any other deliverables, including, without limitation: software source code, object code, user or training manuals, programming, reports, and any other materials, preliminary, final and otherwise, prepared, written or developed for the State in the performance of services under this Agreement (hereinafter "Custom Products") shall be furnished to and shall become the sole and exclusive property of the State and shall be treated as confidential with the reciprocal proprietary obligations in the foregoing paragraph B of Article 11 imposed upon the Contractor, its subcontractors and partners. The State retains ownership rights to modifications developed for the State pursuant to this Agreement, including modifications made or incorporating third party proprietary components, or components transferred under perpetual license to the State pursuant to paragraph A of Article 11. In all such events, Contractor shall be deemed to have granted or secured a perpetual license to the State for Contractor or third party product being furnished and modified, in accordance with the provisions of paragraph A of Article 11. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the custom products, including custom programming or any other deliverables, when completed and delivered to the State are protected against unauthorized copying, reproduction and marketing by or through Contractor.

#### **Article 12: Document Incorporation and Order of Precedence**

- A. This Agreement consists of:
1. The body of this Agreement (i.e., that portion preceding the signatures of the parties in execution);
  2. The Exhibits attached to this Agreement body
  3. The Appendices attached to or incorporated by reference in this Agreement body
  4. Procurement documents (if noted on cover page); and
  5. Contractor's proposal (if noted on cover page)
- B. In the event of any inconsistency in or conflict among the document elements of this Agreement identified in this Section, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:
1. First, Appendix A
  2. Second, body of this Agreement and the Exhibits
  3. Third, the Procurement documents (if noted on cover page) and
  4. Fourth, the Contractor's Proposal (if noted on cover page).
- C. This Agreement as defined in this Section constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, Statements, negotiations

and undertakings are superseded hereby. The terms, provisions, representations and warranties contained in this Agreement shall survive performance hereunder.

#### **Article 13: Interpretation and Disputes**

- A. This Agreement shall be construed and interpreted in accordance with the Laws of the State of New York. Except as otherwise provided for in the Agreement, any dispute which is not disposed of by agreement shall be submitted in writing to and decided by the Commissioner of the Office of Children and Family Services (Commissioner) or his/her duly authorized representative(s) or designee(s).
- B. If the Contractor is unwilling to accept the decision of the Commissioner or his/her duly authorized representative(s) or a decision is not made in ninety (90) days, it may then pursue its normal legal remedies de nova, but it is specifically agreed that any and all reports made by the Commissioner or his/her duly authorized representative(s) or designee(s), upon the disagreement at issue shall be admissible as evidence in any court action taken with respect to the matter. Pending conclusion of any dispute or disagreement by whatever procedure, the interpretation placed upon the Agreement by the STATE shall govern operation thereunder and the Contractor shall continue to perform under the Contract. The Contractor shall be required to bring all legal proceedings relating to this Agreement against the OCFS or the State of New York in the courts located in the State of New York.

#### **Article 14: Indemnification of the State**

- A. In performance of its duties pursuant to this Agreement, Contractor shall fully indemnify and save harmless the State from suits, actions, damages and costs relating to personal injury, damage to real or personal tangible or intangible property, or any other claim for direct damages arising as a result of acts or omissions of Contractor, its officers, employees, subcontractors, partners or agents.
- B. The State and OCFS may, in addition to other remedies available to them at law, retain such monies from amounts due Contractor, or may proceed against any performance and payment bond under this Agreement, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them; provided, however, that the Contractor shall not indemnify to the extent that any claim, loss or damage arising hereunder is caused by the solely negligent act or failure to act of the State.
- C. As a condition to the foregoing indemnity obligations under this Article, the State shall provide the Contractor with prompt notice of any claims for which indemnification may be sought hereunder, shall reasonably cooperate with Contractor in connection with any such claim and shall be responsible for its compliance with any laws and regulations associated with any deliverables supplied by Contractor hereunder.

#### **Article 15: Force Majeure**

Neither party shall be liable or deemed to be in default for any delay or failure in performance beyond its control under this Agreement resulting directly or indirectly from acts of God, civil or military authority not within the control of the State, acts of public enemy, wars, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes or flood, or acts of omission or commission of individuals not under the respective parties' control except as specifically stated elsewhere in this Agreement. The parties are required to use best efforts to eliminate or minimize the effect of such events during performance of this Agreement.

## **Article 16: Record Retention**

- A. The Contractor agrees to preserve all Agreement-related records in accordance with the provisions of Paragraph 10 of Appendix A for the term of this Agreement. Records involving matters in litigation shall be kept for a period of not less than three (3) years following the termination of the litigation. Microfilm copies of any Agreement-related documents may be substituted for the originals with the prior written approval of the State, provided that the microfilming procedures are accepted by the State as reliable and are supported by an adequate retrieval system.
- B. The Contractor shall be responsible for assuring that the provisions of this Section shall apply to any subcontract related to performance under this Agreement.

## **Article 17: Access to And Audit of Agreement Records**

- A. All records and information obtained by the State pursuant to the provisions of this Agreement, whether by audit or otherwise, shall be usable by the State solely for the purpose of performing this Agreement in any manner, in its sole discretion, as it deems appropriate and the Contractor shall have no right of confidentiality or proprietary interest in such records or information. Notwithstanding the preceding sentence and in addition to the provisions set forth in Appendix A, the State agrees, in those instances in which it has discretion, not to disclose outside those Government agencies involved in the performance of this Agreement and then only to the personnel who are involved in the performance, the following data:
  - 1. Any resume or other description of qualifications which includes the name of the individual;
  - 2. Any individual's actual salary;
  - 3. The Contractor's indirect rates including labor overhead, General and Administrative (G&A) and fee; and
  - 4. The methodology for calculating those indirect rates including the allocation base.
  - 5. The Contractor's corporate financial Statements.
- B. The Contractor shall promptly notify the State of any request by anyone for access to any records maintained pursuant to this Agreement. Access by Federal or State bank regulatory agents, or Contractor's regular outside auditors to Contractor's financial records, pursuant to regularly scheduled or routine audits or inspection of Contractor, shall not require notification to the State provided that rights of confidentiality or proprietary interests are preserved.
- C. The Contractor shall be responsible for assuring that the provisions in this Section shall apply to any subcontract related to performance under this Agreement.

## **Article 18: Confidentiality of Information**

The Contractor, its officers, agents and employees and subcontractors, shall treat all information, with particular emphasis on information relating to recipients and providers, which is obtained by it through its performance under this Agreement, as confidential information to the extent required by the Laws of the State of New York and of the United States and any regulations promulgated there-under.

- A. Individually identifiable information relating to any eligible recipient or provider shall be held confidential and shall not be disclosed by the Contractor, its officers, agents and employees or subcontractors, without the prior written approval of the Commissioner or a designee.
- B. The use of information obtained by the Contractor in the performance of its duties under this Agreement shall be limited to purposes directly connected with such duties.
- C. The Contractor shall promptly advise the State of all requests made to Contractor for information described in paragraph A, above.
- D. The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or subcontractors contains a provision which strictly conforms to the provisions of this subsection.
- E. The Contractor agrees to safeguard the confidentiality of information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain

the confidentiality of all such information with regard to services provided under this Agreement in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents, or representatives, shall be cause for immediate termination of this agreement.

- F. Any Contractor who will provide goods and/or services to a residential facility, or program, operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Employee Confidentiality Certification, included in this Agreement as Attachment 1, and Employee Background Certification, included in this Agreement as Attachment 2, before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with youth in the care or custody of OCFS. Contractor agrees that any sub-contractor whose employees and volunteers will have the potential for regular and substantial contact with youth in the care or custody of OCFS or who will have access to client identifiable information concerning youth in the care or custody of OCFS will agree in the sub-contract to require all such employees and volunteers to sign the Employee Confidentiality Certification and Employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any client identifiable information concerning such youth.
- G. Contractor also agrees, as required by OCFS, to assist in any trial preparation, and to testify as an expert witness in litigation, including but not limited to, any action brought by the United States Department of Justice involving matters which are within the scope of work of this Agreement. Testimony at either trial or disposition is to be billed at the same hourly rate for consultant services provided for in this Agreement. This rate applies to office or courtroom waiting time, as well as actual time testifying. For contracts of a deliverable basis the daily rate will be a reasonable hourly rate derived from the deliverables.
- H. Contractor agrees to retain all non-public information obtained from OCFS as confidential and agrees not to release or discuss any of such information unless contractor has obtained the prior consent of OCFS, or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. Contractor shall promptly notify OCFS of any disclosure made by contractor and/or any request of contractor to disclose, by operation of law, or applicable government authority, such confidential information. In addition, all information and knowledge concerning youth in OCFS custody, which Contractor may obtain from OCFS shall be kept strictly confidential. Contractor shall comply with all applicable statutory and regulatory confidential provisions, including but not limited to sections 372, 422, and 444 of the Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7 and 18 NYCRR 357.3, 423.7, 431.7 and 432.7.

#### **Article 19: Affirmative Action**

Per Appendix MWBE

#### **Article 20: Termination of the Agreement**

- A. The Agreement shall be subject to the following termination provisions:
  - 1. Mutual Consent: All or any part of this Agreement may be terminated by mutual written agreement of the contracting parties.
  - 2. Cause: All or any part of this Agreement may be terminated immediately by the State, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Agreement and/or with any laws, rules, regulations, policies, or procedures that are application to the Agreement.

3. **Non-Responsibility:** The Contractor shall provide to the Office such information as is required by the Office in order that the Office may determine whether the Contractor is a responsible vendor for purposes of compliance with Section 163 of the State Finance Law and requirements of the Office of the State Comptroller established thereunder. If there is any change in any of the vendor responsibility information provided to the Office by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Office so that the Office may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Office of any change in the vendor responsibility information or should the Office otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor.
4. **Convenience:** This Agreement may be terminated if the State deems that termination would be in the best interest of the State provided that the State shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination shall become effective.
5. **Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Agreement, the Agreements may be terminated or reduced at OCFS' discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State. In any event, no liability shall be incurred by the State beyond monies available for the purposes the Agreement. The Contractor acknowledges that any funds due to the State because of disallowed expenditures after audit shall be the Contractor's responsibility.
6. **Force Majeure:** The State may terminate or suspend its performance under the Agreement immediately upon the occurrence of a "force majeure." For purposes of this Agreement, "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.
7. **State Finance Law §139-k:** This Agreement may be terminated in the event it is found that the certification filed by the Contractor during the procurement process as required by New York State Finance Law §139-k was intentionally false or intentionally incomplete.
8. **Bankruptcy:** This Agreement may be deemed terminated immediately at the option of the State upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the State to the Contractor.

**B. Notice of Termination:**

This section supersedes the provisions set forth in Appendix A-1.3 (Notices) for the purpose of the notice of termination only.

1. **Service of Notice:** Written notice of termination shall be sent by:
  - a. Personal messenger service; or
  - b. Certified mail, return receipt requested
2. **Effective date of termination:** The effective date of the termination shall be the later of (i) the date indicated in the notice or (ii) the date the notice is received by the Contractor and shall be established as follows:
  - a. If the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or



- b. If the notice is delivered by certified mail, by the date received by the contractor as evidenced by delivery confirmation from the United States Postal Service.

Please note: In the event the notice cannot be delivered by the United States Postal Service (delivery is denied, individual not available, address not updated with OCFS, etc.) termination will take effect upon the date of the written notice of termination.

C. Effect of Notice and Termination of State's Payment Obligations:

1. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
2. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Agreement. In no event shall the State be liable for expenses and obligations arising from the requirements of the Agreement after its termination date.

D. Effect of Termination Based on the Misuse or Conversion of State or Federal Property

Where the contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the contract for the purposes set forth herein, the State may, at its option, require:

1. The repayment to the State of any monies previously paid to the Contractor; or
2. The return of any real property or equipment purchased under the terms of the Contract; or
3. An appropriate combination of clauses (1) and (2) above.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

- E. Suspension: It is understood that the State reserves the right to suspend or reduce Contractor services during the term of the Agreement or during a task order period. Such action(s) by the State shall not be considered a breach of this Agreement or otherwise give rise to damages on the part of the Contractor, provided, however, that Contractor is given written notification of such action.

### **Article 21: Patent/Copyright Indemnification**

Contractor will indemnify, defend and hold the State harmless from and against all Damages, expenses, including reasonable attorney's fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or other third party proprietary right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) assistance in the defense of any such action at the expense of the Contractor.

If the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance.

The foregoing provisions shall not apply to any infringement occasioned by modification by the State of any tangible or intangible products without Contractor's approval or the use of any equipment with any adjunct device added by the State without the consent of the Contractor.

In the event that an action at law or in equity is commenced against the State arising out of a claim that the State's use of a product under this Agreement infringes any patent, copyright or proprietary right and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, Contractor shall immediately notify the State and the Office of the Attorney General in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions

of this Agreement. Contractor shall in such event protect the interests of the State and secure a continuance to permit the State to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses the State may have.

#### **Article 22: Lobbying Certification**

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Contractor or grantee (such as the State) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification the State has been required to sign for HHS provides that the language of this certification (shall) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

#### **Article 23: Conflict of Interest**

If during the term of this Agreement and any extension thereof the Contractor becomes aware of an actual or potential relationship which may be considered a conflict of interest, the Contractor shall notify the State in writing immediately. Should the Contractor engage any current or former New York State employee as its own employee or as an independent contractor because of such employee's knowledge of New York State finances, operations or knowledge of the State's programs, or any current or former State employee who in the course of his State employment had frequent contact with Management level Contractor employees, the Contractor shall notify the State, in writing, immediately; should the State thereafter determine that such employment is inconsistent with State or Federal Law, the State shall so advise the Contractor, in writing, specifying its basis for so determining, and may require that the contractual or employment relationship be terminated.

#### **Article 24: Other Agency Use**

The Contractor must extend the terms and conditions to any State agency in New York State. It must also extend the terms and conditions to (1) County Agencies in New York State providing human services such as income maintenance, job training, employment and social services or health related services as well as (2) Local Social Services Districts in New York State including New York City, which is considered a single LSSD, consisting of the Human Resources Administration, The Administration for Children's Services, and the Department of Homeless Services.

#### **Article 25: Warranty for Deliverables/ Workmanship**

Contractor guarantees that any required deliverables, tangible or intangible, regardless of form, shall be unconditionally guaranteed for the full contract term. This warranty will be voided by the misuse, accident, operation in other than the specified operating environment, unauthorized modification of the source code or failure caused by a product for which the Contractor is not responsible.

#### **Article 26: Vendor Responsibility**

By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would

potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:

- The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
- The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
- The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
- The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
- The contractor has engaged in any other actions of a similarly serious nature.

Where the contractor has disclosed any of the above to OCFS, OCFS may require as a condition precedent to entering into the contract that the contractor agree to such additional conditions as will be necessary to satisfy OCFS that the vendor is and will remain a responsible vendor. By signing this contract, the contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the contractor will promptly notify OCFS if the contractor engages in any actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor, as described above.

**Article 27: State Tax Law Section 5-a**

By signing this contract, the contractor agrees to comply with the State Tax Law section 5-a.

**Article 28: Consultant Disclosure**

Pursuant to Chapter 10, New York State Office of Children and Family Services (OCFS) must require all contractors, including sub-contractors, to submit an annual report. As a result of these changes in law, State contractors are required to disclose, by employment category; the number of persons employed to provide services under a contract for consulting services, the number of hours worked, and the amount paid to the contractor by the State as compensation for work performed by these employees. Be reminded that this includes information on any persons working under a subcontract with the State contractor. The Office of the State Comptroller (OSC) has a prescribed format for reporting.

The legislation also expands the definition of contracts for consulting services to include any contract entered into by a State Agency including: analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services. Additional information can be found in the Guide to Financial Operation issued by OSC. This guide can be accessed at: <http://www.osc.state.ny.us/agencies/quide/MyWebHelp/>.

The Legislation requires that contractors complete OSC **Form B - State Consultant Services- Contractor's Annual Employment Report** for consultant services on a State Fiscal year basis. Contractors are required to report for the period starting April 1 or the contract start date, whichever is later, to March 31 of the following year, and annually thereafter for the duration of the contract.

This Consultant Employment Report provides a format for reporting the actual number of employees providing services on the contract or through subcontracts, and is due to OCFS, OSC and the NYS Department of Civil Service, at the addresses identified below, by May 15 following the end of the State fiscal year and annually thereafter. A separate **Form B** must be submitted for each contract. Please submit a copy of this form to each of the following:

Mr. Kevin Sweet  
NYS Office of Children and Family Services  
Bureau of Contract Management  
52 Washington Street South Building, Room 202  
Rensselaer, New York 12144

and:

NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street 11th Floor  
Albany, New York 12236  
Attn: Consultant Reporting

and:

NYS Department of Civil Service  
Empire State Plaza  
Building 1, 19<sup>th</sup> Floor  
Albany, New York 12239

#### **Article 29: Contractor Responsibility to OCFS**

Contractor understands that the professional responsibility of the Contractor, under this Agreement, is solely to OCFS. Contractor warrants that Contractor presently has no direct, or indirect interest, and will not acquire any direct or indirect interest, that would conflict with Contractor's performance of Contractor's obligations under this Agreement. Contractor shall not knowingly employ, use as a volunteer, or subcontract, with a person or entity having an interest that would conflict with the Contractor's performance of Contractor's obligations under this agreement. If Contractor discovers that it has an employee, volunteer, or subcontractor, who has a direct, or indirect interest, that would conflict with the performance of Contractor's obligations under this Agreement, Contractor shall promptly advise OCFS, and put in place appropriate security measures, so that the employee, volunteer or subcontractor, will not be involved in fulfilling Contractor's obligations under this Agreement. Contractor shall promptly advise OCFS, and put in place appropriate security measures, so that the employee, volunteer or subcontractor, will not be involved in fulfilling Contractor's obligations under this Agreement, will not have access to any data provided by OCFS, and will not otherwise have any knowledge of, function, or job duties, with respect to any part of this Agreement.

## Appendix A-1

### Standard Clauses for all

#### New York State Office of Children and Family Services Contracts (Revised 12-2022)

#### 1. PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel, which shall be as shown in the APPENDICES. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal and State laws and regulations.
- b. It is the policy of the Office to encourage the employment of qualified applicants for, or recipients of public assistance by both public organizations and private enterprises that are under contractual AGREEMENT to the Office for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Office, to the degree that such change is within the reasonable control of the Contractor.

#### 2. NOTICES

The following shall apply to all notices except for the notice of contract termination. For notifications regarding contract termination see Article 20.A of the main contract.

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
  - By certified or registered United States mail, return receipt requested;
  - By facsimile transmission;
  - By personal delivery;
  - By expedited delivery service; or
  - By e-mail.

Notices to the Office shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-Mail Address provided to the Contractor during contract development, or to such different Program Manager as the Office may from time-to-time designate.

Notices to the Contractor shall be addressed to the designee identified by the Contractor, to the address as shown on the Contract Cover Page, or to such different designee as the Contractor may from time-to-time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties

agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

### **3. OFFICE SERVICES**

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the APPENDICES.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and the Office, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Office. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Office, unless the Office has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Office, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section.

### **4. GENERAL TERMS AND CONDITIONS**

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or workplan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Office within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. OCFS requires immediate notification of any unusual incident involving this contract. An unusual incident includes, but is not limited to: death or serious injury; arrest or possible criminal activity; destruction of property; significant damage to the physical plant of the Contractor; events, incidents or occurrences that have been or are likely to be covered by the media; or other matters of a similarly serious nature involving the contractor or contractor's staff, volunteers, or officers. Additionally, these conditions apply to any subcontract or program participant funded through this contract. Written notification to the OCFS program manager assigned to this contract must be made by the Contractor within 24 hours of knowledge of the unusual incident. If the unusual incident involves an arrest, the written notification must be provided within 12 hours of the contractor's knowledge of the arrest.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing

and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Office under the Federal Social Security Act.

- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against any county or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or any county or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during the pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
  - The contractor shall provide to the New York State Office of Children and Family Services in a format provided by the Office such additional information concerning the provision of legal services as the Office shall require.
- f. The Office will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Office otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Office, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of the Office under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Office, and (4) incorporating all provisions regarding the rights of the Office as set forth in Section 9 of this Appendix A-1 and in Appendix A-3, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Office for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Office, have all the necessary licenses, approvals and certifications

currently required by the laws of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain the requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify Office.

- i. Prior to executing a subcontract agreement the Contractor agrees to provide to the Office the information the Office needs to determine whether a proposed Subcontractor is a responsible vendor if requested.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Office forthwith and shall be subject to the direction of the Office as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Office shall be deemed to be the property of the Office and shall either be credited to the Office at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:
  - The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  - The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
  - The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
  - The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
  - The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
  - The contractor has not paid all due and owed local, state and federal taxes to the



proper authorities.

- The contractor has engaged in any other actions of a similarly serious nature.

Where the contractor has disclosed any of the above to OCFS, OCFS may require as a condition precedent to entering into the contract that the contractor agree to such additional conditions as will be necessary to satisfy OCFS that the vendor is and will remain a responsible vendor. By signing this contract, the contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the contractor will promptly notify OCFS if the contractor engages in any actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor, as described above.

- n. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the AGREEMENT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the AGREEMENT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of the Office of the State Comptroller.
- o. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the Master Contract are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the Master Contract have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term "funds lawfully available for payment" includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.

- p. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.

- q. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- r. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- s. Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance.

## **5. REPORTS AND DELIVERABLES**

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Office and as necessary to meet State and Federal requirements.

## **6. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS**

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Staff Exclusion List (SEL) maintained by the Justice Center for People with Special Needs (Justice Center) and of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the

potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

## **7. PUBLICATIONS AND COPYRIGHTS**

Unless this AGREEMENT specifically provides otherwise, any and all copyrightable material or work products created or produced by the contractor under this AGREEMENT shall be considered 'work for hire' or 'work produced for the Office' by the Contractor and shall be owned exclusively by OCFS and the State of New York. OCFS and the State of New York will, and expressly reserve the right to, hold the copyright to any and all copyrightable material or work products created or produced by the Contractor under this AGREEMENT. The Contractor will neither claim nor assert any interest, proprietary or otherwise, in any copyrightable materials or work product created or produced by the contractor under this AGREEMENT. The Contractor acknowledges that it has no interest, proprietary or otherwise, in any copyrightable materials or work product created or produced by the contractor under this AGREEMENT.

The Contractor hereby warrants that any copyrightable material or work products created or produced by the Contractor under this AGREEMENT shall be original except for such portions as may be part of copyrighted works that are included with the permission of the owner of the copyright. If such material is included, the Contractor warrants that the Contractor has obtained from the holder of the copyright all permissions necessary for the Office and the State of New York to hold the copyright to the copyrightable material or work products created or produced by the contractor under this AGREEMENT.

The Contractor hereby warrants that any copyrightable material or work products created or produced by the Contractor under this AGREEMENT contain no libelous or unlawful statements or materials and that it will not infringe on any copyright, trademark, patent, statutory or other proprietary rights of others.

The Contractor hereby agrees that it will not use, publish, permit to be published or distribute for use any copyrightable material or work products created or produced by the contractor under this AGREEMENT without the prior written permission of the Office.

The Contractor will retain the copyright to any proprietary material used in connection with this AGREEMENT that was created independently by the Contractor without the financial support of the Office or the State of New York. The Office and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted and copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT to which OCFS and the State of New York do not hold the copyright. All publications by the Contractor covered by this AGREEMENT that include material resulting from this AGREEMENT or that arise from activity supported by this AGREEMENT where the copyright is held by the Contractor shall expressly acknowledge the Office's right to such license. All publications by the Contractor covered by this AGREEMENT that include material under the copyright of the Office shall expressly acknowledge the Office's copyright.

All of the copyright and license rights so reserved to the Office and the State of New York under this AGREEMENT are equally reserved to the United States Department of Health and

Human Services and subject to all applicable federal legal and regulatory provisions on copyrights if the CONTRACT is federally funded.

The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### **8. PATENTS AND INVENTIONS**

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Office. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

#### **9. CONTRACTOR COMPLIANCE**

The Office shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Office's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Office any costs associated with the review.

If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Office, the rights of the Office shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Office in transferring the operation of the contracted services to any other entity selected by the Office in a manner that will enable the Office or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Office from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

The Contractor agrees to cooperate fully with any audit or investigation the Office or any agent of the Office may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the NYS Attorney General, State Comptroller, the Office, and any representatives specifically directed by the State Comptroller or the Office to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Office will return all such books, records and documents to the Contractor upon completing the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Office.

#### **10. FISCAL SANCTION**

In accordance with the OCFS Fiscal Sanction policy, contractors may be placed on fiscal sanction when the Office identifies any of the following issues:

- The contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to OCFS within the established timeframe;
- An OCFS, Office of the State Comptroller, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this or another OCFS agreement;
- The contractor has not provided fiscal or program reports as required under the terms of this or another OCFS agreement;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the contractor;
- The contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the contractor and funded under an agreement with OCFS.

Once the contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

#### **11. ADDITIONAL ASSURANCES**

- a. The Office and Contractor agree that Contractor is an independent contractor, and not an

employee of the Office. The Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only the Office) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, The Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.

- b. The Contractor agrees that Modifications and/or Budget Revisions that do not affect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- c. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an appropriate amount.
- d. Notwithstanding the provisions of Article 14 of this contract, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

## **12. RENEWAL NOTICE TO NOT-FOR-PROFIT CONTRACTORS**

With respect to contracts that include a renewal option, if the Office does not provide notice to Contractor of its intent to not renew this contract by the date by which such notice is required by §179-t (1) of the State Finance Law, this contract shall be deemed continued until the date that the Office provides the notice required by §179-t (1), and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

## **13. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)**

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in the Appendix MWBE entitled "Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

#### **14. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)**

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: <https://ogs.ny.gov/Veterans/>

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides
- <https://ogs.ny.gov/Veterans/>

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

#### **15. EXECUTIVE ORDER NUMBER 177**

Executive Order Number 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO 177 Certification statement found at the following website address: New York State Office of Children and Family Services (OCFS) prior to any contract award or renewal of any contract by OCFS.

#### **16. SPENDING ADJUSTMENTS**

OCFS recognizes that actual costs incurred under the contract may be different from the projected costs in the approved contract budget. Upon the contractor's determination that expenditures are going to deviate from the approved contract budget, a written request for an adjustment to the spending of the approved contract budget must be submitted.

A budget spending adjustment request must be in writing and completed and approved by OCFS prior to the effective date of the adjustment to allow for the processing of any claims related to costs exceeding the current approved budget categories for the contract your organization's project. Any spending related to a budget spending adjustment that is not

submitted and approved prior to the effective date may result in the non-reimbursement of associated expenses.

All budget spending adjustments will be subject to review by the OCFS Contract Compliance Unit to determine compliance with mandatory NYS MWBE requirements as stated in the Contract. Any spending adjustment that alters discretionary spending under the Contract may result in changes to your MWBE Spending Goal.

OCFS will not approve any budget spending adjustment during the final year of the Contract that appear to have the intent of spending down unexpended funds on equipment or other items that are not directly related to use in the current contract period/term.

While there are occasions where it is necessary, OCFS discourages budget spending adjustments in the final quarter of the Contract.

#### **17. STATE FINANCE LAW §139-I**

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that "[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] '[b]y submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-I and <https://www.ny.gov/combating-sexual-harassment-workplace/employers#top>. By signing this agreement, contractor certifies that it is in compliance with these provisions.



## Appendix A1-B

## Appendix A-1B

### Program Specific Terms and Conditions

#### **Child Fatality Review Team (CFRT)**

New York State Social Services Law allows Child Fatality Review Teams (CFRTs) to be established at a local or regional level with the approval of the New York State Office of Children and Family Services (OCFS). CFRTs bring community agencies together to systemically share information on child death events and identify risk factors in these deaths. The goal of the CFRT is to identify how and why children die in order to support local actions to prevent deaths within communities.

OCFS administers the CFRT Program. CFRTs are a multidisciplinary group of professionals with responsibility for the review of child deaths. Local or regional CFRTs approved by OCFS are authorized to review the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive services case, and any child named in a report made to the New York Statewide Central Register of Child Abuse and Maltreatment (SCR) involving the death of the child. A fatality review team may also investigate any unexplained or unexpected death of any child under the age of eighteen.

Required members of the CFRT must include:

- Office of Children and Family Services
- Child Protective Services (CPS)
- County Department of Health (or local health commissioner or director or a designee if there is no county health department)
- Office of the Medical Examiner (ME), (or if the locality does not have an ME, then the Office of the Coroner)
- District Attorney's Office
- Office of the County Attorney
- Local Law Enforcement
- Emergency Medical Services (EMS)
- New York State Police
- individual pediatricians or other medical professional with expertise in child abuse and maltreatment or forensic pediatrics

Representatives from other agencies and professions may also contribute to the team. These agencies may include representatives from local departments of social services, mental health agencies, domestic violence agencies, substance abuse programs, hospitals, local schools and family court.

Regional CFRTs must clearly demonstrate support of the required agencies or disciplines of the identified counties participating.

## Appendix A-1B

Contractor is required to:

- Develop a mission statement and goals.
- Develop interagency protocols and confidentiality procedures within the parameters of the OCFS CFRT Protocol template.
- Become an approved OCFS CFRT within three months of contract approval.
- Implement the case review process and collect data through the National Child Fatality Prevention (NCFRP) Case Reporting System.

Priority deaths for review shall include: Any child whose death has been reported to the SCR as allegedly occurring as the result of abuse or maltreatment; Any child for whom child protective services has an open case; Any child for whom the local department of social services has an open preventive services case; The death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency (this may include persons up to age 21 years old); Infant sleep related deaths, particularly bed sharing; Injury related deaths where the cause(s) is unclear.

Allowable and non-allowable costs are indicated in the Child Fatality Review Team Request for Proposals, if applicable. The OCFS Program Manager will have final decision-making responsibility on all allowable and non-allowable costs in the case of a discrepancy. The following parameters will apply:

Allowable costs include but are not limited to:

- Staffing, fringe benefits
- Project equipment and furniture
- Computers and appropriate software for the project
- Supplies, mailing and printing costs of project related flyers/pamphlets, educational materials
- Staff travel costs at the approved State travel rate. State rates are available at the following web address: <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- Telephone installation and monthly billing
- Consultants retained by a formal agreement
- Rental of space
- Renovations to CFRT sites to improve the operation of the team. Acceptable renovations may include alterations to the structure of a building or space to be used by the CFRT to improve the case review, investigation or services to non-offending family members.
- Training
- A maximum of 10% federally approved Indirect Cost Rate with appropriate documentation

Non-allowable costs include but are not limited to:

- Capital development or acquisition costs such as purchasing buildings and major refurbishing / renovation of buildings,
- Supplanting current positions or responsibilities of CFRT members
- Out of state travel, unless approved by the OCFS Program Manager
- Interest costs, including cost incurred to borrow funds,

## Appendix A-1B

- Costs of organized fund raising,
- Cost for preparation of continuation agreements or contracts and other proposal development costs,
- Overtime costs for team members,
- Costs for dues, incorporation fees, conferences or meetings unless in connection with the project
- Lunch or meals for CFRT members.

This Contract incorporates by reference the solicitation provisions set forth in the Request for Proposal RFP #1096, inclusive of the Questions and Answers, applicant's proposal, and any/all amendments hereby referenced as "RFP". The vendor agrees to adhere to the provisions contained within the RFP with the same force and effect as if they were given in full text, The full text of a solicitation provision may be accessed electronically at this address:

<https://ocfs.ny.gov/main/contracts/funding/>

### Designated Payment Office

All reports and claims for reimbursement, or reports and claims to account for the advance payment, should be submitted electronically to:

Contract Management System:

[Contract Management System \(CMS\) | Contracts, Grants and RFPs | OCFS \(ny.gov\)](#)

N.Y.S. Office of Children & Family Services  
Division of Child Welfare and Community Services  
52 Washington Street,  
Room 337 North  
Rensselaer, New York 12144-2796

**Appendix A-3**  
Rev. 6-27-2019  
**Federal Assurances and Certifications**

---

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Office of Family and Children Services (OCFS).

---

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. This contract is funded in whole or part with federal funds under the CDFA No(s) shown on the first page of Appendix C or Appendix X for renewals. OCFS is a pass-through entity of these federal funds. As a recipient of these federal funds, the Contractor may be determined, as shown on the first page of Appendix C or Appendix X for renewals, to be a sub-recipient of federal funds or assistance. Sub-recipients of federal funds or assistance have the responsibility of reporting to OCFS in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the sub-recipient to expend \$750,000 or more of federal funds from this contract, or in total with other contracts or grants of federal funds or assistance in the sub-recipient's fiscal year, regardless of the source of the funding, the sub-recipient is required to comply with the terms and provisions of the 2 CFR Part 200 (Subparts A – F) - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* or, if applicable, 45 CFR Part 75 or other applicable federal regulation. The sub-recipient will notify OCFS if it reasonably expects to expend the sum of \$750,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$750,000 in federal funds but in no event later than the close of the calendar year. The sub-recipient will have an audit performed pursuant to the requirements of 2 CFR Part 200 (Subparts A – F) - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* or, if applicable 45 CFR Part 75 or other applicable federal regulation, and provide OCFS with the required reports within 30 days of the sub-recipient's receipt of the independent audit report or within 9 months after the close of the sub-recipient's fiscal year, whichever event is sooner.

15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol

treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

16A. 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 4. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 5. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 6. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph four). 7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes: Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance: Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees: (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant: and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement: consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs: and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including

position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16C. Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The



certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the

prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

18B.2 a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. By signing and/or submitting this application or contract, vendor agrees to comply with the Standard terms contained herein. The vendor further acknowledges that any Federal funds due to the OCFS or the State of New York as a result of overpayments or final State or Federal audit determinations that disallow expenditures that occurred during the contract term may be recouped against future payment under this agreement or, if not feasible, must be repaid as set forth in provision 7 of Appendix C.

<b>Contractor Name:</b>	Oneida County
<b>Period of Budget:</b>	2/1/24 - 1/31/29
<b>Contract Number:</b>	C030028

**APPENDIX B  
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
1	2	3	4
<b>A. Personal Services</b>			
1. Project Staff Salaries		\$34,665	\$34,665
2. Fringe Benefits		\$4,640	\$4,640
3. Total (Lines 1 + 2)	\$0	\$39,305	\$39,305
<b>B. Non-Personal Services</b>			
4. Contractual/Consultant		\$0	\$0
5. Travel/Per Diem		\$0	\$0
6. Equipment		\$0	\$0
7. Supplies		\$0	\$0
8. Other Expenses		\$315,335	\$315,335
9. Total (Total Lines 4 to 8)	\$0	\$315,335	\$315,335
<b>C. Project Total (Lines 3 + 9)</b>	\$0	\$354,640	\$354,640

	<b>Local Match (if required)</b> Use *calculation below
--	--

**\*Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement ) X OCFS grant award.

**Total costs** entered for each budget category above must reflect totals from attached Budget Sections.

**Local Share** refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

**OCFS Funds** are the funds you are requesting through this application.

**Total Cost** refers to the combined Local Share and Grant Funds for this project.

**Budget Narrative:** Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

**Note:** All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

\* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

## Local Share/Match Breakdown

	Source	Amount
<b>A. Cash Donations</b>		
<b>B. In-Kind Donations</b>		
<b>C. Volunteers/Intern</b>		
<b>D. Fees for Service</b>		
<b>E. Unrestricted Cash or Fund Balance</b>		
<b>F. Grants:</b>		
- Other grants supporting this project		
<b>Amount of OCFS Funds</b>	CFRT Grant	\$354,640
<b>Non-OCFS Funds supporting this project</b>		
<b>Total</b>		\$354,640

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

**Multi-Year Contract Budget Development Form**      Rev Jan 2023

**Contract #:** C030028

**Agency Name:** Oneida County

<b>Funding Year: 2/1/24 - 1/31/29</b>	<b>Budget Year 1</b>	<b>Budget Year 2</b>	<b>Budget Year 3</b>	<b>Budget Year 4</b>	<b>Budget Year 5</b>	<b>Total</b>
<b>A - PERSONAL SERVICES EXPENSES</b>	2/1/24 - 1/31/25	2/1/25 - 1/31/26	2/1/26 - 1/31/27	2/1/27 - 1/31/28	2/1/28 - 1/31/29	
<b>A.1 - Position Title</b>						
1 - Salary	\$6,933	\$6,933	\$6,933	\$6,933	\$6,933	\$34,665
2 - Fringe Benefits	\$928	\$928	\$928	\$928	\$928	\$4,640
<b>Personal Services Total</b>	<b>\$7,861</b>	<b>\$7,861</b>	<b>\$7,861</b>	<b>\$7,861</b>	<b>\$7,861</b>	<b>\$39,305</b>
<b>B - NON-PERSONAL SERVICES</b>						
4 - Contractual / Consultant Total	\$0	\$0	\$0	\$0	\$0	\$0
5 - Travel / Per Diem Total	\$0	\$0	\$0	\$0	\$0	\$0
6 - Equipment Total	\$0	\$0	\$0	\$0	\$0	\$0
7 - Supplies Total	\$0	\$0	\$0	\$0	\$0	\$0
8 - Other Total	\$63,067	\$63,067	\$63,067	\$63,067	\$63,067	\$315,335
<b>Non-Personal Services Total</b>	<b>\$63,067</b>	<b>\$63,067</b>	<b>\$63,067</b>	<b>\$63,067</b>	<b>\$63,067</b>	<b>\$315,335</b>
<b>GRAND TOTAL</b>	<b>\$70,928</b>	<b>\$70,928</b>	<b>\$70,928</b>	<b>\$70,928</b>	<b>\$70,928</b>	<b>\$354,640</b>

<b>Local Share/Match</b>	<b>Percent</b>	0.00%	0.00%	0.00%	0.00%	0.00%	
	<b>Amount</b>						\$0

## Multi-Year Contract Budget Development Form

**Contract #:** C030028  
**Agency Name:** Oneida County  
**Funding Year:** 2/1/24 - 1/31/29  
**A - PERSONAL SERVICES EXPENSES**

P/A	Annual Salary	Pct of Time on Proj	Budget Year					Total			
			Budget Year 1 2/1/24 - 1/31/25	Budget Year 2 2/1/25 - 1/31/26	Budget Year 3 2/1/26 - 1/31/27	Budget Year 4 2/1/27 - 1/31/28	Budget Year 5 2/1/28 - 1/31/29				
<b>A.1 - Position Title</b>											
CFRT Coordinator / Program Coordinator	\$53,330	13.00	\$6,933	\$6,933	\$6,933	\$6,933	\$6,933	\$6,933	\$6,933	\$34,665	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
										\$0	\$0
<b>Personal Services Subtotal</b>			\$6,933	\$6,933	\$6,933	\$6,933	\$6,933	\$6,933	\$6,933	\$34,665	\$0
<b>A.2 Fringe Benefits</b>			\$928	\$928	\$928	\$928	\$928	\$928	\$928	\$4,640	\$0
<b>Personal Services Total</b>			\$7,861	\$7,861	\$7,861	\$7,861	\$7,861	\$7,861	\$7,861	\$39,305	\$0

**Personal Narrative**

Coordinator of CFRT is responsible for: final review of all reports produced by the team, ensures regulatory requirements are met, works with community agencies in an effort to increase collaborative efforts, participation in the review and revisions of policies, procedures and protocols.

**Multi-Year Contract Budget Development Form**

**Contract #:** C030028

**Agency Name:** Oneida County

**Funding Year:** 2/1/24 - 1/31/29

		<b>Budget Year 1</b>	<b>Budget Year 2</b>	<b>Budget Year 3</b>	<b>Budget Year 4</b>	<b>Budget Year 5</b>	<b>Total</b>
	<b>P/A</b>	<b>2/1/24 - 1/31/25</b>	<b>2/1/25 - 1/31/26</b>	<b>2/1/26 - 1/31/27</b>	<b>2/1/27 - 1/31/28</b>	<b>2/1/28 - 1/31/29</b>	
<b>B4: Contractual / Consultant *</b>							
Contractor / Consultant		\$0	\$0	\$0	\$0	\$0	\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>Contractual / Consultant Total</b>		\$0	\$0	\$0	\$0	\$0	\$0

In the P/A column identify if the expense is Administrative (A) or Program (P) related. If a consultant is split between P and A, two lines should be used.  
\* Includes, but not limited to; rent, equipment rental and vehicle leases (if applicable)

Contractual/Consultant agreements will be uploaded to CMS prior to claiming. All subcontractors or consultant arrangements, including vendor, consultant, and purchase of service agreements to provide any services outlined in or associated with the project, must be by written agreement. All proposed agreements must be submitted to the OCFS Program Manager and have written approval by OCFS.

**Narrative**

For any expenses including but not limited to any service that would require a Contract or Consultant by a formal agreement





**Multi-Year Contract Budget Development Form**

Contract #: C030028

Agency Name: Oneida County

Funding Year: 2/1/24 - 1/31/29

		Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4	Budget Year 5	Total
		2/1/24 - 1/31/25	2/1/25 - 1/31/26	2/1/26 - 1/31/27	2/1/27 - 1/31/28	2/1/28 - 1/31/29	
P/A							
<b>B6: Equipment*</b>							
Equipment		\$0	\$0	\$0	\$0	\$0	\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>Equipment Total</b>		\$0	\$0	\$0	\$0	\$0	\$0

In the P/A column identify if the expense is Administrative (A) or Program (P) related. If equipment is split between P and A, two lines should be used.  
 \* See Contract Development Instructions and sample budget regarding state and federal cost per unit instructions for equipment and supplies  
 \* List by equipment category

Contractor must maintain adequate records on all equipment purchases; this includes equipment purchased by subcontractors. See Contract Development Instructions for items that must be included on the equipment inventory list. Upon request from OCFS, the contractor must provide an equipment inventory list that includes model and serial numbers for all equipment purchases included on the claim expense report.

**Narrative**

For any equipment expenses including but limited to computers, printers, furniture pertainant to the CFRT team.

**Multi-Year Contract Budget Development Form**

**Contract #:** C030028

**Agency Name:** Oneida County

**Funding Year:** 2/1/24 - 1/31/29

P/A	Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4	Budget Year 5	Total
	2/1/24 - 1/31/25	2/1/25 - 1/31/26	2/1/26 - 1/31/27	2/1/27 - 1/31/28	2/1/28 - 1/31/29	
<b>B7: Supplies*</b>						
	\$0	\$0	\$0	\$0	\$0	\$0
Supplies						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
<b>Supplies Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

In the P/A column identify if the expense is Administrative (A) or Program (P) related. If supplies are split between P and A, two lines should be used. \* List by major category of supply items (i.e. office supplies, program supplies, janitorial, general, etc).

\*See Contract Development Instructions and sample budget regarding state and federal cost per unit instructions for equipment and supplies

Expenses for supplies including but not limited to paper, pens, office supplies pertinent to the CFRT team.

## Multi-Year Contract Budget Development Form

**Contract #:** C030028

**Agency Name:** Oneida County

**Funding Year:** 2/1/24 - 1/31/29

	P/A	Budget Year 1 2/1/24 - 1/31/25	Budget Year 2 2/1/25 - 1/31/26	Budget Year 3 2/1/26 - 1/31/27	Budget Year 4 2/1/27 - 1/31/28	Budget Year 5 2/1/28 - 1/31/29	Total
<b>B8: Other*</b>							
Awareness Brouchures, posters, flyers etc...		\$2,568	\$2,568	\$2,568	\$2,568	\$2,568	\$12,840
Safe Sleep Pack n Plays Cribs		\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$41,665
Fire Extinguishers/Smoke Detectors		\$7,325	\$7,325	\$7,325	\$7,325	\$7,325	\$36,625
Medication Lockboxes/First Aide Kits		\$5,898	\$5,898	\$5,898	\$5,898	\$5,898	\$29,490
Public Awareness - Advertising		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Door/Window Alarms & Furniture Anchors		\$5,396	\$5,396	\$5,396	\$5,396	\$5,396	\$26,980
Evenflo Care Seat and Graco Booster Seat		\$18,547	\$18,547	\$18,547	\$18,547	\$18,547	\$92,735
Miscellaneous Expenses		\$0	\$0	\$0	\$0	\$0	\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>Other: Total</b>		\$63,067	\$63,067	\$63,067	\$63,067	\$63,067	\$316,335

In the P/A column identify if the expense is Administrative (A) or Program (P) related. If other expenses are split between P and A, two lines should be used. \*Items not in any other category of budget (i.e. Space/Occupancy costs, Operating Expenses, Printing Services, Miscellaneous Expenses)

**Narrative**

Program costs per year:

Community outreach through brochures, posters, etc.. printing cost for approximately 2,500 brochures at \$.84 each equals to \$ 2,100.00 and approximately 300 posters at \$ 1.56 each equals to \$ 468.00. Total community outreach printing awareness cost equaling \$ 2,568.00.

As Safe Sleep is an on going issue in infant deaths, Pack n Play cribs will be purchased in a effort to promote safe sleep practices. Approximately 100 pack n plays at \$ 83.33 each equating to \$8,333.00.

Recent fatalities due to fire is resulting in increased efforts of home safety. To promote home safety, 100 fire extinguishers will be purchased at approximately \$21.75 each equating to \$2,175.00 and 100 Smoke detectors at approximately \$51.50 each equating to \$ 5,150.00. Total \$7,325.00.

To increase efforts of home safety. 100 Medication Lock boxes approximately \$39.99 each equating to \$3,999.00 and 100 First Aid Kits at approximately \$18.99 each equating to \$1,899.00. Total \$5,898.00

To increase efforts of home safety. 200 packs Door/Window alarms approximately \$16.99 each pack of 4 equating to \$ 3,398.00 and 200 packs Furniture straps/anchors approximately \$9.99 each pack of 10 equating to \$1,998.00. Total \$5,396.00

To promote safe travel in vehicles. 100 Car Seats for 5- 100 lbs. approximately \$156.49 each equating to \$15,649.00 and 100 Booster Seats at approximately \$28.98 each equating to \$2,898.00. Total \$18,547.00

Public Awareness Campaign: Media Plan on TV, Radio, Billboards which 18-30 commercials at different times to run different times of the year in 4 week blocks. Cost approximately \$5,000 per 4 week block (three times a year) with a maximum cost of \$ 15,000.

Miscellaneous Expenses - For any unforeseen expenses not included in any other section of the budget.

**APPENDIX C  
PAYMENT AND REPORTING TERMS AND CONDITIONS**

**Performance Based Budget / Line Item Budget**

Revised 11-2022

- This Contract is funded with non-Federal funds only
- This contract is funded in whole or in part with Federal funds (see Appendix A3, Paragraph 14, for federal audit information)
- OCFS has determined that the Contractor IS NOT a Subrecipient
- OCFS has determined that the Contractor IS a Subrecipient
- The Federal funds for this contract are from Catalog of Federal Domestic Assistance (CFDA Number(s): **93.669**)

**1. PAYMENT TERMS AND CONDITIONS**

**For Performance Based budget:**

In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Children and Family Services (OCFS) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount specified on the face page of this AGREEMENT for the initial AGREEMENT period and for subsequent periods, the amount specified in Appendix X for that period. All payments shall be in accordance with the payment plan contained in Appendix C-1 for the applicable period which is attached hereto for the period of time indicated therein. Payment under this AGREEMENT is conditional upon the continued availability of funds. Should funds become unavailable the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds were available. Payments and future funding are contingent on the availability of funding for the activities to be conducted in accordance with this AGREEMENT.

**For Line Item budget:**

In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Children and Family Services (OCFS) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount specified on the face page of this AGREEMENT for the initial AGREEMENT period and, for subsequent periods, the amount specified in Appendix X for that period. All payments shall be in accordance with the budget contained in Appendix B for the applicable period. Payment under this AGREEMENT is conditional upon the continued availability of funds. Should funds become unavailable, the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds were available. Payments and future funding are contingent on the availability of funding for the activities to be conducted in accordance with this AGREEMENT.

**For all budget types:**

Funds cannot be expended until the contract is approved by the Office of the State Comptroller (OSC). Expenditures cannot precede the contract start date. If the Contractor makes expenditures subsequent to the contract start date, but prior to OSC approval of the contract, they do so at their own risk. In the event that OSC does not approve the contract, OCFS shall have no obligation to pay the Contractor for any such expenditures made subsequent to the proposed contract start date.

See Appendix C-1 (if attached) for any additional program-specific Payment Terms and Conditions applicable to this AGREEMENT. To the extent that there is a conflict between any Payment Terms and Conditions set forth in this Appendix and in Appendix C-1, the Payment Terms and Conditions in Appendix C-1 will supersede the Payment Terms and Conditions in Appendix C.

Contractor shall provide complete and accurate billing invoices to OCFS in order to receive payment. Billing invoices submitted to OCFS must contain all information and supporting documentation required by this AGREEMENT, OCFS and OSC.

## 2. CLAIMS FOR SERVICES

- a. The Contractor shall submit claims for payment under this AGREEMENT within fifteen (15) days after the end of each claiming period or as otherwise specified in Appendix C-1 (if attached).
- b. The Contractor shall submit a New York State Claim for Payment or on-line claim submitted through CMS within fifteen (15) days after the end of each claiming period as identified in Appendix C-1 (if attached) or as otherwise communicated. The Contractor shall also submit the appropriate supporting documentation for the services provided. The final claim shall be submitted within thirty (30) days after the expiration of each annual contract period or the early termination of this AGREEMENT or as otherwise specified in Appendix C-1 (if attached).
- c. **For Performance Based budget:** OCFS agrees to pay the Contractor for services provided in behalf of fulfilling this AGREEMENT, according to the schedule contained in Appendix C-1 and upon the submission of a properly executed State of New York Claim for Payment, or on-line claim submitted through CMS, in a form acceptable to OCFS and to OSC and the submission of the required program reports. OCFS agrees to submit each approved claim to OSC for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing, together with a justification therefor.

**For Line Item budget:** OCFS agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Claim for Payment, or on-line claim submitted through CMS, in a form acceptable to OCFS and to OSC and the submission of required Program reports. OCFS agrees to submit each approved claim to OSC for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing, together with a justification therefor.

- d. Claims are payable on the 45th day after the end of the claiming period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and OSC, and if the Contractor's claim or on-line claim submitted through CMS is received within 15 days after the end of said period. If the Contractor's claim or on-line claim submitted through CMS is received later than 15 days after the end of said period, then the claim or on-line claim submitted through CMS will be payable 30 days after receipt if deemed acceptable by OCFS and OSC.
- e. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, claims or on-line claims submitted through CMS are payable 30 days after the end of the claiming period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and OSC. If the Contractor's claim or on-line claim submitted through CMS is not received within 30 calendar days of the contract becoming fully executed, no additional interest shall accrue after such thirtieth day.
- f. OCFS reserves the right to withhold up to ten percent of the total amount of the contract as security for the faithful completion of services under this AGREEMENT. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under this AGREEMENT. The amount withheld will be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT as detailed in Appendix D, a final claim or on-line claim submitted through CMS, and upon certification by the Contractor that it has completed its obligations and duties under this AGREEMENT.
- g. OCFS will not be liable for payments on any contract, grant or agreement made pursuant to an appropriation if insufficient monies are available.
- h. The Contractor shall require any and all subcontractors to submit all claims for services rendered and required supporting documentation and reports necessary to complete the claim in sufficient time for said information to be received by the Contractor no later than ten (10) days following the final day of the claiming period. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information and/or are not received by the Contractor by said due date. Subcontractors shall be paid on a timely basis after submitting the required reports and claims for reimbursement of services.

- i. Subcontracts should not be signed by Contractor prior to OCFS approving the subcontract and OSC approving the contract. Subcontracts cannot have start dates prior to the contract start date. If Contractor obtains signature on a subcontract subsequent to the start date, but prior to OSC approval of the contract, they do so at their own risk.
- j. Payment for travel costs and related expenses incurred by the Contractor's staff, employees and consultants shall be reimbursed at no greater than the prevailing New York State rates established for travel costs and related expenses for State employees as set by OSC and listed at the following internet website <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- k. If any funds under this AGREEMENT are used for the purchase of equipment, that equipment must be returned to OCFS at the expiration of this AGREEMENT. At the discretion of OCFS, the Contractor may retain custody of such equipment, provided it continues to be used for the same services covered under this AGREEMENT. No equipment purchased with OCFS funds may be transferred or disposed of without written permission from OCFS. Equipment items purchased and claimed must be listed in the approved contract budget. Any changes in the equipment listed in the budget must have prior approval by OCFS in writing before implementing the change.
- l. If the Contractor receives funds under this AGREEMENT to construct, renovate or improve the property it occupies, then the improved property will be used for the children, family and youth services outlined in this AGREEMENT for the period set forth in this AGREEMENT
- m. All obligations must be incurred prior to the end date of the contract. The Contractor has up to 90 days after the contract end date to make expenditures as long as the obligation was made prior to the contract end date.
- n. Should the contractor order goods and/or services prior to Office of the State Comptroller's approval of the contract, the contractor does so at their own risk and OCFS will not reimburse the contractor for the cost of such goods and/or services if such goods and/or services were received or paid for prior to the commencement of the contract period.

**3. BUDGET REVISIONS (Line Item budgets only)**

- a. The Contractor may request a change in scope in the budget resulting in a budget modification up to ten percent (10%) of the one-year contract value on an annual basis for contracts of up to \$5,000,000 and up to five percent (5%) of the one-year contract value on an annual basis for contracts over \$5,000,000 subject to the prior approval of OCFS. Any out of scope budget modifications are subject to Item 5 below. The one-year contract value for multiyear contracts is the prorated value based on the contract term unless specifically defined in the contract.

**4. CHANGE NOTICES**

The contractor and the State recognize that during the course of the contract, circumstances may arise where a modification to the contract is required. All such modifications are subject to the following:

- a. The Contractor recognizes and agrees that any and all work performed outside the scope of this agreement shall be deemed by the State to be gratuitous and not subject to charge by the Contractor.
- b. All in scope modifications to the work identified in Appendix D or deliverables identified in Appendix C-1 that are deemed to be within the scope of the contract may be negotiated between OCFS and the Contractor. Any resulting budget modifications shall be subject to Item 4 above.
- c. All in scope modifications to the work identified in Appendix D or deliverables identified in Appendix C-1 that cause an increase in the contract value will require prior approval of the NYS Attorney General and State Comptroller. Any work performed without prior approval may be deemed gratuitous and not subject to charge by the Contractor.

## **5. AUDIT AND RECORDS RETENTION**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this AGREEMENT (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. OSC, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this AGREEMENT, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation. If the Records are in any way relevant to audit findings, litigation or claims and the audit findings, litigation, or claims are not resolved within a period of six (6) years after the end or termination of this AGREEMENT, the Contractor will retain such records until notified in writing by OCFS to dispose of them.

## **6. REFUNDS**

In the event that the contractor must make a refund to OCFS for contract related activities (repayment of an overpayment, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments together with such explanation must be submitted to:

NYS Office of Children and Family Services  
Attention: Contract Cash Receipts  
Bureau of Contract Management  
Capital View Office Park  
52 Washington Street  
South Building, Room 202  
Rensselaer, NY 12144

## **7. PROGRAM REPORTING REQUIREMENTS**

- a. The Contractor shall submit a Program Report on the schedule stated in Appendix C-1 or as otherwise directed and in the format specified by OCFS.
- b. In addition to the periodic reports stated above, the Contractor shall, as applicable, prior to receipt of final payment under this AGREEMENT, submit a final program report satisfactory to OCFS no later than thirty (30) days following the termination of this contract or the completion of expenditures, whichever is sooner or as otherwise specified in Appendix C-1.
- c. All other periodic reports as identified in Appendix C-1 shall be submitted in accordance with the schedule provided unless otherwise designated in writing by the Program Officer. All periodic reports must be submitted no later than fifteen (15) days after the end of the reporting period or as otherwise specified in Appendix C-1.

## **8. DESIGNATED PAYMENT OFFICE**

Designated Payment Office information is contained in Appendix C-1.



## Appendix D

## **Work-plan**

Child Fatality Review Team meetings are mandatory for team members or an approved alternate to attend and are held at least once every quarter to review deaths of youth under the age of 18. Meetings are coordinated and lead by the CFRT Coordinator explanation and training of all new members is provided by the CFRT Coordinator which provides not only the purpose of the team but the mission to identify and educate the community on safety factors on how to prevent youth deaths. As the meeting location could be changed the Oneida County CFRT team conducts meetings at the Oneida County Child Advocacy Center. At each meeting there are reviews conduct of cases that have been identified by the coordinator to review the death of such youth.

The following gives a brief description of the mandatory team membership and their roles to be provided to the team.

### **CFRT Coordinator**

The coordinator is the leader / organizer of CFRT and has a teaching role regarding regulatory requirements. This, in conjunction with an in-depth understanding of various roles, allows the membership to meet the needs of families and children through their preventive recommendations for change. The program component, for this proposal, is a direct result of suggestions / recommendations made at the quarterly meetings and discussions with the coordinators; and the work plan addresses the need for ongoing recruitment to develop a strong membership team as well as an introduction to CFRT's purpose and objectives and membership responsibilities.

- Review CFRT's role and responsibilities with current and new membership and make any necessary changes to support CFRT objectives. Discussion to include frequency of meetings (quarterly) at the Child Advocacy Center or alternate venue.
- Review CFRT Participant Attendance logs and determine what actions are necessary to ensure on-going and consistent participation of current membership.
- Identify and extend invitations to additional community members to further promote the mission of CFRT.
- Development of an internal data-based program to gathers demographic data including, but not limited to: zip code, age of parent(s), service history, cause of death, and factors contributing to death.
- Review previous initiatives to determine what updates, if any, are needed.
- Develop a work group to recommend outreach activities that promote child safety.
- Review recommendations by workgroup with CFRT membership for implementation planning.
- Team review to assess outreach initiatives based on collected data and results.

## **Law Enforcement**

Law enforcement as a first responder to a scene and has responsibility for ensuring public safety, investigating the deaths of children, determining if crimes have occurred and making arrests.

The law enforcement member has the ability to provide the information and expertise regarding the case. They provide the expertise on law enforcement practices while also providing a conduct between the Team and other law enforcement agencies.

## **Child Protective Services**

CPS is responsible for investigating allegations of child abuse or neglect and for recommending or providing services to children and families when abuse or neglect is alleged or confirmed. In addition, CPS is the liaison to the broader child welfare agency and many community resources.

Child Protective Team member provides the team with information on the case and case history. They provide the team with knowledge and best practices as to provide better prevention strategies and how to get the strategies implemented. Provide the team with information on warning signs of abuse and neglect and provide and act as the liaison providing the team with services that can be offered to families.

## **District Attorney**

The District Attorney office is responsible for prosecuting the deaths of children when a criminal act was involved.

The district attorney member provides the team with information regarding cases and explains when a case can or cannot be prosecuted. They assist the team with helping in the development and implementation of strategies in the legal nature as well as help develop strategies to improve the prosecution of child deaths.

## **Legal Department**

The Legal team member provides expertise in regard to law and regulations when reviewing child fatalities case.

The legal team member provides the team with educational support on laws and regulations when developing and implementing strategies.

## **Medical Examiner**

Medical Examiner determines the cause and manner of death for children who die under suspicious, unexplained, or unexpected circumstances.

The medical examiner team member can provide the status and results of the office's investigation into a child death and explanation of the manner and cause determination.

They can provide the team with expertise and educate the team on cause of death

## **Health Department**

This agency is responsible for birth and death records, other health statistics and for developing and implementing public health strategies to prevent injuries and deaths.

The public health member can provide information on the statistical data and provide education on public health prevention in the community

## **Pediatrician**

The Pediatrician team member has expertise in health and medical matters concerning children.

The pediatrician provides the team with information on general health issues such as child development, injuries and deaths medical terminology and best practices. They can provide the expert opinion and explanation on medical evidence in a child death.

## **Emergency Medical Services**

EMS personnel are often the first on the scene when a child dies or is seriously injured. EMS can usually prepare run records of their response that they can share at reviews. The team member can provide the team with expertise by sharing general knowledge based on EMS procedures and protocol.

The Oneida County Child Review Team main objective is to identify trends and risk factors of childhood deaths in the local community. As a team they utilize that information to strategize and develop ways to provide awareness out to the community utilizing different platforms. The goal is to educate the community on best practices on how to prevent such deaths. The team feels as a good way to get the message on safe sleep, fire prevention and safety in the home is by media blasts such as billboards, TV

commercials, radio and also providing brochures to common visited sites throughout the community such as schools, hospital, doctor offices etc.... The Team also uses multiple venues to provide education to the community having booths at different community fairs.

One strength that has been forged is coordination between the team and the local hospitals particularly the maternity ward. The maternity ward is in contact with the CPS team member regularly to request safe sleep items such as pack and plays for newborns and other safety information for new parents. A challenge the team faces is the resources to provide even more outreach in community events. The team would like to do more face-to-face awareness on a number of identified death such as safe sleep and water safety, fire prevention etc. utilizing public venues however the staff resources limit the number venues. The team is requesting most of the funding requested in this proposal to purchase items that promote safety.

## **Funding**

The funding associated with the Child Fatality Review team will be utilized to support a CFRT Coordinator. Provide funding for community outreach through printing of brochures, posters, etc... As Safe Sleep is an on-going issue in infant deaths, Pack n Play cribs will be purchased in an effort to promote safe sleep practices. Recent fatalities due to home safety for example fire and/or children exiting the house on their own is resulting in increased efforts of home safety. To promote home safety the team expects to purchase fire extinguishers, smoke detectors, medication Lock boxes, first aid kits, door/window alarms and furniture straps/anchors. To promote safe travel in vehicles. The Car Seats for 5- 100 lbs. and Booster Seats. Public Awareness Campaign: Media Plan on TV, Radio, Billboards which 18-30 commercials at different times to run different times of the year in 4 week blocks. Also, include is a miscellaneous line for any unforeseen expenses not included in any other section of the budget.

## Appendix MWBE

### **Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures**

**Revised January 2018**

#### **I. General Provisions**

- A. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds, assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to OCFS pursuant to the Contract and applicable law.

#### **II. Contract Goals**

- A. For purposes of this Contract, OCFS hereby establishes an overall goal of **0%** for MWBE participation, **0%** for New York State-certified minority-owned business enterprise ("MBE") participation and **0%** for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
  - 1. Evidence of outreach to MWBEs;
  - 2. Any responses by MWBEs to the Contractor's outreach;
  - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
  - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OCFS with MWBEs; and,
  - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

### **III. Equal Employment Opportunity ("EEO")**

#### OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
  - 1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to OCFS within seventy-two (72) hours after the date of the notice by OCFS to award the Contract to the Contractor.

Completed forms should be sent via email to [mwbeinfo@ocfs.ny.gov](mailto:mwbeinfo@ocfs.ny.gov). **Please do not upload MWBE forms to the Contract Management System (CMS).**

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OCFS may require the Contractor or subcontractor to adopt a model statement (see Form – OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. OCFS-4629 – Project Staffing Plan Form

**This section applies to OCFS contracts with a total value in excess of \$250,000 only.**

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OCFS. Completed forms should be sent via email to [mwbeinfo@ocfs.ny.gov](mailto:mwbeinfo@ocfs.ny.gov). **Please do not upload MWBE forms to the Contract Management System (CMS).**



D. OCFS-2171 – Workforce Utilization Report Form

**This section applies to non-grant contracts only.**

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OCFS on a quarterly basis during the term of the Contract. The completed Workforce Utilization Report must be submitted via email to [eeo@ocfs.ny.gov](mailto:eeo@ocfs.ny.gov) no later than 10 days following the end of each quarter during the term of the Contract.
  2. Separate forms shall be completed by the Contractor and any subcontractors.
  3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**IV. MWBE Utilization Plan**

OCFS-4361 – MWBE Utilization Plan Form

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OCFS, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OCFS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

## V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through a non-electronic method provided by OCFS (OCFS-4442 – MWBE Request for Waiver Form). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OCFS, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OCFS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## VI. Quarterly MWBE Contractor Compliance Report

### OCFS-4441 – MWBE Quarterly Report Form

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OCFS by the 10<sup>th</sup> day following the end of each quarter during the term of the Contract. Completed forms should be sent via email to [mwbeinfo@ocfs.ny.gov](mailto:mwbeinfo@ocfs.ny.gov). **Please do not upload MWBE forms to the Contract Management System (CMS).**

## VII. Liquidated Damages - MWBE Participation

- A. Where OCFS determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OCFS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OCFS, the Contractor shall

pay such liquidated damages to OCFS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

**APPENDIX X**

**MODIFICATION AGREEMENT**

Agency Code:                      Contract No.                      Period:                      -

Funding Amount for Period \$

This contract is funded with non-Federal funds only

This contract is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information))

OCFS has determined that the Contractor is NOT a subrecipient)

OCFS has determined that the Contractor is a subrecipient

The Federal Funds for this contract are from Catalogue of Federal Domestic Assistance (CFDA) Number(s):

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and (hereinafter referred to as the CONTRACTOR), for modification of Contract Number , as amended in attached Appendix(ices)

All other provisions of said AGREEMENT shall remain in full force and effect.



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

CGOV.NET/HEALTH

March 18, 2024

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 24-172  
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

Attached is a Data Use Agreement (DUA) between Oneida County and the New York State Department of Health, required to access the Biospatial platform.

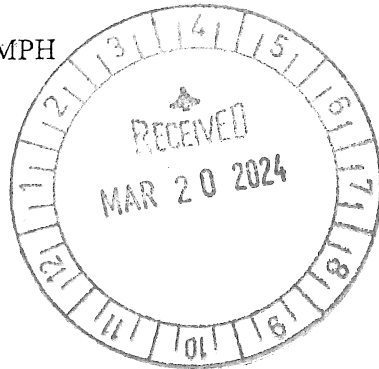
Biospatial combines EMS electronic patient care records with other electronic healthcare data sources to track opioid overdoses. This DUA outlines the permitted use of data managed by the platform and allows for data sharing. Oneida County will be able to retrieve data for the period 01/01/2021 through 12/31/2025. Biospatial will enhance the Department's data collection and analysis and allow for a more targeted response to the opioid epidemic.

If this DUA meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH  
Director of Health

Attachments  
DWG/clh



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 3-19-24

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida County Department: Public Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other     X    

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name & Address Of Vendor: New York State Department of Health  
875 Central Avenue  
Albany, NY 12206

Title of Activity or Service: Data-Sharing Agreement

Proposed Dates of Operation: data requested 01/01/2021 through 12/31/2025

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) **Narrative Description of Proposed Services:** This Data Use Agreement outlines the permitted use of all data entered in the Biospatial program, which supports the County's Overdose Fatality Review Team (OFRT).

2) **Program/Service Objective Outcomes:** Biospatial will alert EMS agencies of potential overdoses.

3) **Program Design and Staffing:** N/A

Total Funding Requested: N/A                      Account #: N/A  
Revenue Accounts

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources: (Federal \$/State\$/ County\$)

Cost Per Client Served: N/A

Past Performance Data:



## Department of Health

**KATHY HOCHUL**  
Governor

**JAMES V. McDONALD, M.D., M.P.H.**  
Commissioner

**MEGAN E. BALDWIN**  
Acting Executive Deputy Commissioner

Dear: Oneida County  
Public Health Department

Enclosed please find the New York State Department of Health (DOH), Data Use Agreement (DUA).

The purpose of the DUA is to assure DOH that a Requesting Organization (Requestor) will maintain the security of the data DOH releases to the Requestor, defined in Section 3 Data Description and referred to throughout this document as DOH data.

An additional purpose of the DUA is to establish a legally binding agreement between the Requestor and DOH by defining the terms and conditions of the data release, should DOH accept the Requestor's Agreement. *The sensitivity of Department data cannot be over-emphasized. Department data includes all personally identifying information.*

Furthermore, if the Requestor plans to hire subcontractors to work with DOH data, the Requestor must complete and submit a DUA Addendum to DOH. DOH must acknowledge the risk imposed by the subcontractors/ business associates which should take into account the risk presented by the type and volume of the data being shared by the Requestor with the subcontractors/business associate in the DUA Addendum before the subcontractor/business associate may access DOH data.

The Requestor is responsible for complying with all federal and state laws and regulations regarding the privacy, protection, and security of DOH data. The Requestor shall ensure that any agreement with the subcontractor/business associate reasonably protects the Requestor from liability in the event of a breach attributable to the subcontractor/business associate.

Please fill out this DUA in its entirety and be sure to attach all required supporting documentation. Send completed scanned applications to:

**Email: [emsdata@health.ny.gov](mailto:emsdata@health.ny.gov)**

Please contact the email address above if there are any additional questions about this agreement or the Department data security requirements.

### Section 1: Requestor Information

- I. This Agreement is by and between the New York State Department of Health (DOH), and Oneida County, being signed for by, Anthony J. Picente, Jr., an authorized individual of the Organization, hereinafter termed "Requestor".
- II. Provide the name, title and contact information of the individual authorized to legally bind your company, agency or entity to the terms of this Agreement. The person who is named in this section must sign all sections of the Data Use Agreement (DUA), except for the Custodian section which must be signed by the Custodian(s).

<b>Authorized Individual:</b>	<b>Anthony J. Picente, Jr.</b>
<b>Title:</b>	<b>County Executive</b>
<b>Organization:</b>	<b>Oneida County</b>
<b>Address:</b>	<b>800 Park Avenue Utica, NY 13501</b>
<b>Telephone:</b>	315.798.5800
<b>Email Address:</b>	kmungari@ocgov.net
<b>Contract or Grant Number:</b>	Not Applicable
<b>Entity Type:</b>	<input type="checkbox"/> Qualified Entity (QE) <input type="checkbox"/> Health Home (HH) <input type="checkbox"/> Performing Provider System (PPS) <input type="checkbox"/> Value Based Payment (VBP) Participant <input type="checkbox"/> Managed Care Organization/Plan (MCO/MCP) <input type="checkbox"/> State Entity: Click or tap here to enter text. <input checked="" type="checkbox"/> NYS County: Oneida <input type="checkbox"/> Other: Click or tap here to enter text.

- III. DOH agrees to provide the Requestor with DOH data from a recognized DOH data source. In exchange, the Requestor agrees to use the DOH data only for purposes that support the Requestor's project, research or study referenced in this Agreement, which DOH has determined assists in the administration, monitoring, management and improvement of Department programs and/or public health. The Requestor agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of the DOH data by complying with the terms of this Agreement, State and Federal law and NYS Information Security Policy P03-002. In addition, the Requestor should adhere to guidance set forth by the National Institute of Standards and Technology in NIST 800-53 Rev. 4. Security requirements imposed by the Requestor on any subcontractors/business associates should take into account the risk presented by the type and volume of the data being shared by the Requestor with the subcontractor/business associate. If it is necessary for Requestor's purpose to contract with downstream entities, and reasonable security assurances from the downstream's subcontractor agreements are impracticable, Requestor or any subcontractor/business associate may exercise the option to contract with a third-party security platform provider to host the data for access when the risk presented by the type and volume of data being shared justifies such a platform.
- IV. This Agreement contains the terms and conditions under which DOH will disclose, and the Requestor will obtain, use, reuse, disclose and destroy the DOH data file(s) specified in Section 3: Data Description. This provision also applies to all derivative or commingled file(s) that contain direct individual identifiers or elements that can be used to identify specific individuals when used in concert with other information. This Agreement supersedes all agreements by and between the parties with respect to the use of DOH data from the files specified in Section 3 and preempts and overrides any previous instructions, directions, agreements, or other prior communication from the DOH or any of its components with respect to the data specified herein.



## Section 2: Purpose

- I. In consideration for accepting the data file(s), the Requestor represents that such data file(s) will be used solely for the purpose(s) listed below. Requestor agrees not to disclose, use or reuse DOH data for any purpose, other than as described herein, without an executed and accepted DUA Addendum by and between Requestor and DOH. The Requestor affirms that the data requested by the Requestor is the minimum necessary to achieve the purposes stated in this section. The Requestor agrees that, within the Requestor's Organization and the organizations of its contractors/subcontractors, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section.
- II. Purpose: The Requestor will be able to use contemporary Emergency Medical Services (EMS) electronic pre-hospital care report (ePCR) data as a contributing data set in the creation of an Aggregate Data Product to identify and assess public health concerns within the jurisdiction's authority.
- III. Definitions:
  - "Aggregate Data" means the de-identified compilation of Participant Data collected over time and/or the combination of Participant Data with data collected from other data sources, and the derived data resulting from the analysis and processing of such compiled and combined data to extract syndromes and develop patterns and trends. Aggregate data must have a minimum cell size of 10.
  - "Aggregated Data Product" means any program, process, database or other product that uses Aggregate Data, or makes Aggregate data available, to answer questions, query results and/or generate alerts.
  - "Aggregate Data Report" means any written or electronic report that summarizes and/or analyzes Aggregate Data.

## Section 3: Data Description

- I. The following DOH data file(s) or data elements, not to exceed the minimum necessary standard, are requested under this Agreement:

The data elements listed in Appendix A will be provided to the Requestor via the Biospatial platform and ImageTrend Elite Viewer for EMS ePCR responses within the jurisdiction's authority for all EMS data elements with the exception of personally identifying information (PII) that would affirmatively identify a specific individual. The data excluded will include the patient's name, patient's home address and patient's social security number.

- Specify the dates of the data requested: 01/01/2021 through 12/31/2025.
- Specify the frequency and schedule of data release: EMS ePCR data and Elite Viewer data are provided on a contemporaneous basis.

## Section 4: Custodian

- I. The parties mutually agree that the following named individual(s) is (are) designated as Custodian(s) of the file(s) on behalf of the Requesting Organization and will be the person(s) responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent

unauthorized use. The Custodian(s) agrees to notify DOH within fifteen (15) days of any change of custodianship. The parties mutually agree that DOH may disapprove a custodian or may require the appointment of a new custodian at any time. The Custodian(s) hereby acknowledges his/her appointment as Custodian(s) of the aforesaid file(s) and agrees to comply with all of the provisions of this Agreement on behalf of the Organization. Should there be a third-party contractor in possession of DOH data on Requestor's behalf, they, too, must designate a Custodian and submit the Custodian to DOH for acceptance.

- II. Custodian(s), also known as Gatekeepers, shall be responsible for providing access to, and accurately documenting, certain information related to workforce members who access DOH data on behalf of the requesting entity. Custodians must accurately record all entity staffing changes and provide a quarterly report ("Quarterly Names Update") to DOH containing the first and last names of all affected employees.
- III. Custodians must also provide this report upon written request from DOH.
- IV. Requestor or Custodian shall provide all policies and procedures related to workforce system access management including provisioning, modifying, and terminating users who access any system that stores, processes, analyzes or transmits DOH data on behalf of the Requesting Organization.
- V. Lead Custodian:

<b>Lead Custodian:</b>	<b>Katie Mungari</b>
<b>Title:</b>	Deputy Director OCHD, Opioid Task Force Coordinator
<b>Organization:</b>	Oneida County
<b>Address:</b>	185 Genesee Street Utica, NY 13501
<b>Telephone:</b>	315.798.6400
<b>Email Address:</b>	kmungari@ocgov.net
<b>Date of Signature</b>	
<b>Signature:</b>	

VI. Alternate Custodian:

<b>Alternate Custodian:</b>	<b>Krista Drake</b>
<b>Title:</b>	Public Health Educator OCHD
<b>Organization:</b>	Oneida County
<b>Address:</b>	185 Genesee Street Utica, NY 13501
<b>Telephone:</b>	315.798.6400
<b>Email Address:</b>	kdrake@ocgov.net
<b>Date of Signature</b>	
<b>Signature:</b>	

**Section 5: Security**

- I. The below security provisions apply to the Requestor only. Any security requirements between the Requestor and any subcontractor/business associate should be based on risk and the type and volume of data being shared.
- II. The Requestor warrants that it shall employ appropriate administrative, technical, and physical safeguards to protect the confidentiality and security of data provided under this DUA. The safeguards employed shall provide a level and scope of security that is not less than the level and scope of security requirements established by Federal and New York State policies. Further, the Requestor agrees that the data must not be physically moved, transmitted, or disclosed in any way from or by the site indicated in Section 6: Data Storage and Access without written approval from DOH.
- III. DOH shall, at its sole discretion, require Requestor to complete and submit Moderate-Plus System Security Plan (SSP) Workbooks or a System Security Plan Controls Attestation for any system(s) that will store, process or permit access to DOH data. DOH shall evaluate Requestor's DUA submission, determine the most appropriate solution for securing DOH data, and provide Requestor with necessary materials to fulfill this requirement.

**Section 6: Data Storage and Access**

- I. When Requestor and Custodian take possession of DOH data, it shall be stored in the location specified below. The data cannot be transferred by any means to another environment without a DUA Addendum to this Agreement that has been accepted by DOH.

<b>Type of Storage Environment:</b>	<input type="checkbox"/> Production <input type="checkbox"/> DOH System Access: <input checked="" type="checkbox"/> Other: Oneida County Secured Network
<b>Title of Location:</b>	Oneida County Office Building
<b>Company Housing Data:</b>	Oneida County

**Address of Location:**

800 Park Avenue; Utica, NY 13501

### **Section 7: End Date and Destruction of Data**

- I. The parties mutually agree that the aforesaid files(s) (and/or any derivative file(s)), including those files that directly identify individuals, may only be retained by the Requestor until three months after the expiration of this Agreement, hereinafter known as the "End Date." The DUA may only be extended past the End Date if a written DUA Addendum is accepted by DOH prior to the DUA expiration date. Extensions of the DUA will be tied to: A) end dates of contracts with DOH; B) end dates for Department grants; or C) per DOH determination.
- II. If the purpose described in Section 2: Purpose is completed prior to the End Date, the Requestor agrees to notify DOH within 30 days of completion. Upon such notice or the End Date, whichever occurs sooner, the Requestor agrees to destroy all data provided under this DUA, unless DOH grants an exception. If DOH grants the exception, the DOH data must be protected until it has been destroyed. The Requestor agrees to destroy all DOH data and submit a Data Destruction Affidavit to DOH within 30 days of the project completion. The Requestor agrees not to retain any DOH data files or any parts thereof, unless authorized in writing by DOH. DOH does not have to notify Requestor of the End Date for this provision to apply. Either party may terminate this DUA at any time, for any reason, upon 30 days written notice to the other party. Upon notice of termination by Requestor, DOH will stop releasing data file(s) to the Requestor and the Requestor must destroy all data file(s) Requestor has already received. If a Data Consuming Entity (DCE) goes out of business it shall destroy all DOH data it has received from DOH and submit a Data Destruction Affidavit to DOH within 30 days.
- III. In the event that the destruction of the data is not feasible the Requestor must provide explanation and notification to DOH and receive DOH approval to deviate from the data destruction requirements set forth above.

### **Section 8: Offshore Prohibition**

The Requestor further agrees that any DOH data provided under this Agreement shall not be accessed by employees, agents, representatives, or contractors/business associates who are located outside of the United States and its territories (offshore). Further, the Requestor agrees that DOH data shall not be received, stored, processed, or disposed via information technology systems which are located offshore.

### **Section 9: Unauthorized Use or Disclosure, Breach and Incident Response**

- I. The Requestor agrees that if DOH determines or believes that the Requestor has used, reused or disclosed DOH data in a way other than as explicitly authorized by this Agreement, DOH may, at its sole discretion, require the Requestor to:
  - A. Promptly investigate and report to DOH the Requestor's determinations regarding any alleged or actual unauthorized use, reuse or disclosure;
  - B. Promptly resolve any problems identified by the investigation;
  - C. If requested by DOH, submit a formal response to an allegation of unauthorized use, reuse or disclosure;
  - D. If requested by DOH, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and

- E. If requested by DOH, destroy all data files received from DOH and submit a Data Destruction Affidavit. The Requestor understands that upon DOH's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, DOH may suspend further release of DOH data to the Requestor, indefinitely. The Requestor agrees to report any breach of personally identifiable information (PII) from the DOH data file(s), loss of DOH data or disclosure to any unauthorized persons to the DOH by e-mail notification at within one hour of discovery, and to cooperate fully in the security incident investigation and review process. While DOH retains all ownership rights to the data file(s), as outlined above, the Requestor shall bear the cost and liability for any breaches of PII from the data file(s) while they are entrusted to the Requestor. Furthermore, if DOH determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the Requestor agrees to carry out these notifications without any cost to DOH.
- II. If Requestor determines that an incident has occurred in one of Requestor's systems, or if a breach, or unauthorized use or disclosure of the data provided to Requestor has occurred, Requestor must notify DOH. An incident is defined as violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices. DOH may require Requestor to complete a risk analysis, risk assessment and an organizational attestation affirming that Requestor has identified and remediated the root cause of the malicious software outbreak, cyberattack, or other information security incident and that Requestor's systems and networks have been remediated and have returned to normal operation. Requestor understands that access to DOH systems will not be granted until the organizational attestation is completed and accepted by DOH. Requestor acknowledges that Requestor's organization may be liable if ransomware or malware spreads to DOH systems from Requestor's systems.
- III. Prior to the start of forensic activities related to significant information security incidents, the organization should determine how it will collect and preserve evidence in a way that supports its use in future legal or internal disciplinary proceedings. The organization should make all such forensic decisions in accordance with its policies and advice from legal counsel. In such situations, the organization should follow a clearly defined chain of custody to avoid allegations of mishandling or tampering with evidence. The organization should keep a log of every person who had physical custody of the evidence, and document the date and time of the actions that they performed. The organization should make a forensic copy of the evidence and verify the integrity of both the original and the copied evidence. The organization should assure that the original evidence is stored securely and perform all forensic examination and analysis using only the copied evidence. If it is unclear whether or not evidence preservation is required, the evidence should be preserved. All forensic examination, such as that described above, must account for the disposition and impact on all DOH data as well as all systems that store, process, analyze, or transmit DOH data in the report provided to DOH.

#### **Section 10: Sharing Data with Third Parties**

- I. Requestor agrees not to share data obtained from DOH with other parties without prior written approval by DOH..
- II. Security requirements imposed by the Requestor on any subcontractors/business associates should take into account the risk presented by the type and volume of the data being shared by the Requestor with the subcontractor/business associate. If it is necessary for Requestor's purpose to contract with downstream entities, and reasonable security assurances from downstream's business associate agreements are impracticable, Requestor or any subcontractor/business associate may exercise the option to contract with a third-party

security platform provider to host the data for access when the risk presented by the type and volume of data being shared justifies such a platform.

III. Confidentiality Language for Third Parties.

- A. You agree to ensure that you and any agent, including a subcontractor/business associate, to whom you provide DOH data agrees to the same restrictions and conditions that apply throughout this Agreement. Further, you agree to state in any such agreement, contract or document that the party to whom you are providing the DOH data may be required to provide the agreement, contract or document to DOH and may be required to receive acknowledgment or written agreement from DOH prior to redisclosing the DOH data.
- B. Any agreement, contract or document with a subcontractor/business associate must contain similar provisions pertaining to confidentiality as stated in this Agreement. It must contain a statement that the subcontractor/business associate may not use or disclose the DOH data without the prior written approval of DOH.

**Section 11: Publications**

The Requestor agrees not to disclose direct findings, listings, or information derived from the file(s) specified in Section 3, with or without direct identifiers, without the express written consent of DOH, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. The Requestor further understands and acknowledges that any publications derived from DOH data must be reviewed and approved by the DOH prior to publication or public release. The term publication is defined to include, but is not limited to: written abstracts, articles and papers; presentations at conferences, board meetings, or advisory committee meetings, task forces, or collaborative groups; minutes of meetings, charts, graphs, data sheets, and slides; posting of information on a website, or social media such as Facebook, LinkedIn, Twitter; or email. DOH requires at least forty-five (45) business days to review and approve proposed publications. Any research publication shall include the following disclaimer: "Disclaimer: The views and opinions expressed in this article are those of the author(s) and do not necessarily reflect the official policy or position of the New York State Department of Health. Examples of analysis performed within this article are only examples. They should not be utilized in real-world analytic products."

**Section 12: Attestation and Execution**

- I. By signing this Agreement, the Requestor and Custodian agree to abide by all provisions set out in this Agreement and acknowledges that violation of the terms of this Agreement may have potential civil, criminal or administrative penalties.
- II. By signing this Agreement, the Requestor agrees to grant access to DOH data at any time to authorized representatives of DOH at the site indicated for inspecting and confirming compliance with the terms of this Agreement.
- III. By signing this Agreement, the undersigned individual hereby attests that he or she is authorized to enter this Agreement and legally bind the organization and agrees to all the terms specified herein.
- IV. By signing this Agreement, the Requestor agrees that this Agreement shall be deemed executory to the extent of the resources available to DOH and no liability on account thereof shall be incurred by the DOH beyond the resources available thereof.
- V. The parties mutually agree that DOH retains all ownership rights to the data file(s) referred to in this Agreement, and that the Requestor does not obtain any right, title, or interest in any of the DOH data furnished by DOH. DOH reserves the right to require Requestor to destroy all DOH data received from DOH any time and for any reason. If DOH exercises this right and

requires Requestor to destroy all DOH data received from DOH, a Data Destruction Affidavit form must be completed and returned to DOH.

- VI. By signing this Agreement, the Requestor agrees to be responsible for the use of DOH data. Requestor will also be responsible for the establishment and maintenance of security, to prevent unauthorized use of DOH data. The Requestor represents and warrants that such data will not be disclosed, released, revealed or showed, or access granted to any person other than those listed on the Names List provided to DOH. Any improper use or disclosure of DOH data must be reported to the Program. Requestor agrees to establish and ensure that its contractors, subcontractors and business associates, if any, establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use of or access to the data. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Federal Health Insurance Portability and Accountability Act of 1996. There should be no release of DOH data unless acknowledgment or written permission is received from DOH.
- VII. Any violation of this Agreement may cause irreparable harm to DOH. Therefore, the DOH may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- VIII. Requestor shall indemnify and hold the DOH harmless against all claims and costs resulting from acts/omissions of Requestor in connection with Requestor's obligations under this Agreement. Requestor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the DOH from suits, actions, damages and costs, relating to breach notification caused by any intentional act or negligence of Requestor, its agents, employees, partners or subcontractors, without limitation.
- IX. Limitations and Liabilities: DOH will not be responsible for any loss due to data exchange.
- X. Assignment: The Requestor may not assign, transfer, convey, or sublet, directly or indirectly, all or part of its rights or obligations under this Agreement.
- XI. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. If any provision of this Agreement conflicts with any statute or rule of law of the State of New York, or is otherwise unenforceable, such provision shall be deemed null and void only the extent of such conflict or unenforceability, and shall be deemed separate from, and shall not invalidate, any other provision of this Agreement.
- XII. Confidentiality Statement
  - A. The Requestor has requested the data outlined in Section 3 ("the data") to utilize EMS ePCR data for services provided within the geographic area of jurisdictional authority to identify, aggregate and address public health concerns and DUA 2023-0006 for periods 01/01/2021 through 12/31/2025: upon DUA approval and until 12/31/2025.
  - B. The Requestor represents to DOH that the Requestor, its officers, employees, agents or contractors/business associates will adhere to these DOH confidentiality standards. The Requestor will provide the following controls to ensure confidentiality of the DOH data, as much as practicable:
    - 1. The DOH data may only be used for the purpose listed in this Agreement.
    - 2. Requestor shall not attempt to identify the individuals whose information is contained in any data provided to Requestor.
    - 3. Only listed Requestor staff that requires access to DOH data to perform functions listed in this Agreement may be given access to the data. Such staff will be instructed by the Requestor in the confidential nature of the data and its proper handling.
    - 4. The DOH data will be stored in locked storage receptacles for physical media or encrypted when in electronic format when the data are not under direct

and immediate control of an authorized Requestor staff member engaged in work under this Agreement.

5. The DOH data, including any copies made by the Requestor, will be returned to DOH by the Requestor upon completion of the purpose outlined in the DUA, or with prior written DOH approval, the data may be destroyed by the Requestor after its use and a written confirmation provided by the Requestor to DOH of such destruction.

- XIII. No identifying individual data in any form shall be combined or become a permanent part of another database or information sharing and retrieval system and any use of individual data beyond this Agreement must have the written approval of DOH.
- XIV. Requestor signs this Agreement as a condition for receipt of DOH data to ensure maintenance of confidentiality and security of the data pursuant to the laws and provisions outlined within the DUA.

Date: \_\_\_\_\_

Signature of Requestor: \_\_\_\_\_

Requestor's Name (please print): Anthony J. Picente, Jr.

Requestor's Title (please print): County Executive

Organization: Oneida County

Address: 800 Park Avenue; Utica, NY 13501

**NOTARY**

State of \_\_\_\_\_

} ss.:

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notarization

DOH Acceptance:

Date: \_\_\_\_\_

Signature of DOH Representative: \_\_\_\_\_

Signer's Name (please print): \_\_\_\_\_

DUA Identification Number: 2023-0006

DUA Start Date: 01/01/2021



## Appendix A – EMS Data Elements Provided

v3 Element Number	Element Name
dAgency.01	EMS Agency Unique State ID
dAgency.02	EMS Agency Number
dAgency.04	EMS Agency State
eCustomConfiguration.01	Custom Data Element Title
eCustomConfiguration.02	Custom Definition
eCustomConfiguration.03	Custom Data Type
eCustomConfiguration.04	Custom Data Element Recurrence
eCustomConfiguration.05	Custom Data Element Usage
eCustomConfiguration.06	Custom Data Element Potential Values
eCustomConfiguration.07	Custom Data Element Potential NOT Values (NV)
eCustomConfiguration.08	Custom Data Element Potential Pertinent Negative Values (PN)
eCustomConfiguration.09	Custom Data Element Grouping ID
eRecord.01	Patient Care Report Number
eRecord.02	Software Creator
eRecord.03	Software Name
eRecord.04	Software Version
eResponse.01	EMS Agency Number
eResponse.02	EMS Agency Name
eResponse.03	Incident Number
eResponse.04	EMS Response Number
eResponse.05	Type of Service Requested
eResponse.06	Standby Purpose
eResponse.07	Primary Role of the Unit
eResponse.08	Type of Dispatch Delay
eResponse.09	Type of Response Delay
eResponse.10	Type of Scene Delay
eResponse.11	Type of Transport Delay
eResponse.12	Type of Turn-Around Delay
eResponse.13	EMS Vehicle (Unit) Number
eResponse.14	EMS Unit Call Sign
eResponse.15	Level of Care of This Unit
eResponse.16	Vehicle Dispatch Location
eResponse.17	Vehicle Dispatch GPS Location
eResponse.18	Vehicle Dispatch Location US National Grid Coordinates
eResponse.19	Beginning Odometer Reading of Responding Vehicle
eResponse.20	On-Scene Odometer Reading of Responding Vehicle
eResponse.21	Patient Destination Odometer Reading of Responding Vehicle
eResponse.22	Ending Odometer Reading of Responding Vehicle

<b>v3 Element Number</b>	<b>Element Name</b>
eResponse.23	Response Mode to Scene
eResponse.24	Additional Response Mode Descriptors
eDispatch.01	Complaint Reported by Dispatch
eDispatch.02	EMD Performed
eDispatch.03	EMD Card Number
eDispatch.05	Dispatch Priority (Patient Acuity)
eTimes.01	PSAP Call Date/Time
eTimes.02	Dispatch Notified Date/Time
eTimes.03	Unit Notified by Dispatch Date/Time
eTimes.04	Dispatch Acknowledged Date/Time
eTimes.05	Unit En Route Date/Time
eTimes.06	Unit Arrived on Scene Date/Time
eTimes.07	Arrived at Patient Date/Time
eTimes.08	Transfer of EMS Patient Care Date/Time
eTimes.09	Unit Left Scene Date/Time
eTimes.10	Arrival at Destination Landing Area Date/Time
eTimes.11	Patient Arrived at Destination Date/Time
eTimes.12	Destination Patient Transfer of Care Date/Time
eTimes.13	Unit Back in Service Date/Time
eTimes.14	Unit Canceled Date/Time
eTimes.15	Unit Back at Home Location Date/Time
eTimes.16	EMS Call Completed Date/Time
ePatient.06	Patient's Home City
ePatient.07	Patient's Home County
ePatient.08	Patient's Home State
ePatient.09	Patient's Home ZIP Code
ePatient.13	Gender
ePatient.14	Race
ePatient.15	Age
ePatient.16	Age Units
ePatient.17	Date of Birth
ePayment.01	Primary Method of Payment
ePayment.09	Insurance Company ID
ePayment.10	Insurance Company Name
ePayment.40	Response Urgency
ePayment.51	EMS Condition Code
eScene.01	First EMS Unit on Scene
eScene.02	Other EMS or Public Safety Agencies at Scene
eScene.03	Other EMS or Public Safety Agency ID Number
eScene.04	Type of Other Service at Scene
eScene.05	Date/Time Initial Responder Arrived on Scene
eScene.06	Number of Patients at Scene
eScene.07	Mass Casualty Incident
eScene.08	Triage Classification for MCI Patient
eScene.09	Incident Location Type
eScene.10	Incident Facility Code
eScene.11	Scene GPS Location
eScene.12	Scene US National Grid Coordinates
eScene.13	Incident Facility or Location Name

<b>v3 Element Number</b>	<b>Element Name</b>
eScene.14	Mile Post or Major Roadway
eScene.15	Incident Street Address
eScene.16	Incident Apartment, Suite, or Room
eScene.17	Incident City
eScene.18	Incident State
eScene.19	Incident ZIP Code
eScene.20	Scene Cross Street or Directions
eScene.21	Incident County
eScene.22	Incident Country
eScene.23	Incident Census Tract
eSituation.01	Date/Time of Symptom Onset
eSituation.02	Possible Injury
eSituation.03	Complaint Type
eSituation.04	Complaint
eSituation.05	Duration of Complaint
eSituation.06	Time Units of Duration of Complaint
eSituation.07	Chief Complaint Anatomic Location
eSituation.08	Chief Complaint Organ System
eSituation.09	Primary Symptom
eSituation.10	Other Associated Symptoms
eSituation.11	Provider's Primary Impression
eSituation.12	Provider's Secondary Impressions
eSituation.13	Initial Patient Acuity
eSituation.14	Work-Related Illness/Injury
eSituation.15	Patient's Occupational Industry
eSituation.16	Patient's Occupation
eSituation.17	Patient Activity
eSituation.18	Date/Time Last Known Well
eInjury.01	Cause of Injury
eInjury.02	Mechanism of Injury
eInjury.03	Trauma Center Criteria
eInjury.04	Vehicular, Pedestrian, or Other Injury Risk Factor
eInjury.05	Main Area of the Vehicle Impacted by the Collision
eInjury.06	Location of Patient in Vehicle
eInjury.07	Use of Occupant Safety Equipment
eInjury.08	Airbag Deployment
eInjury.09	Height of Fall (feet)
eInjury.10	OSHA Personal Protective Equipment Used
eInjury.11	ACN System/Company Providing ACN Data
eInjury.12	ACN Incident ID
eInjury.13	ACN Call Back Phone Number
eInjury.14	Date/Time of ACN Incident
eInjury.15	ACN Incident Location
eInjury.16	ACN Incident Vehicle Body Type
eInjury.17	ACN Incident Vehicle Manufacturer
eInjury.18	ACN Incident Vehicle Make
eInjury.19	ACN Incident Vehicle Model
eInjury.20	ACN Incident Vehicle Model Year
eInjury.21	ACN Incident Multiple Impacts

<b>v3 Element Number</b>	<b>Element Name</b>
eInjury.22	ACN Incident Delta Velocity
eInjury.23	ACN High Probability of Injury
eInjury.24	ACN Incident PDOF
eInjury.25	ACN Incident Rollover
eInjury.26	ACN Vehicle Seat Location
eInjury.27	Seat Occupied
eInjury.28	ACN Incident Seatbelt Use
eInjury.29	ACN Incident Airbag Deployed
eArrest.01	Cardiac Arrest
eArrest.02	Cardiac Arrest Etiology
eArrest.03	Resuscitation Attempted By EMS
eArrest.04	Arrest Witnessed By
eArrest.05	CPR Care Provided Prior to EMS Arrival
eArrest.06	Who Provided CPR Prior to EMS Arrival
eArrest.07	AED Use Prior to EMS Arrival
eArrest.08	Who Used AED Prior to EMS Arrival
eArrest.09	Type of CPR Provided
eArrest.11	First Monitored Arrest Rhythm of the Patient
eArrest.12	Any Return of Spontaneous Circulation
eArrest.13	Neurological Outcome at Hospital Discharge
eArrest.14	Date/Time of Cardiac Arrest
eArrest.15	Date/Time Resuscitation Discontinued
eArrest.16	Reason CPR/Resuscitation Discontinued
eArrest.17	Cardiac Rhythm on Arrival at Destination
eArrest.18	End of EMS Cardiac Arrest Event
eArrest.19	Date/Time of Initial CPR
eHistory.01	Barriers to Patient Care
eHistory.06	Medication Allergies
eHistory.07	Environmental/Food Allergies
eHistory.08	Medical/Surgical History
eHistory.09	Medical History Obtained From
eHistory.10	The Patient's Type of Immunization
eHistory.11	Immunization Year
eHistory.12	Current Medications
eHistory.13	Current Medication Dose
eHistory.14	Current Medication Dosage Unit
eHistory.15	Current Medication Administration Route
eHistory.16	Presence of Emergency Information Form
eHistory.17	Alcohol/Drug Use Indicators
eHistory.18	Pregnancy
eHistory.19	Last Oral Intake
eNarrative.01	Patient Care Report Narrative
eVitals.01	Date/Time Vital Signs Taken
eVitals.02	Obtained Prior to this Unit's EMS Care
eVitals.03	Cardiac Rhythm / Electrocardiography (ECG)
eVitals.04	ECG Type
eVitals.05	Method of ECG Interpretation
eVitals.06	SBP (Systolic Blood Pressure)
eVitals.07	DBP (Diastolic Blood Pressure)

<b>v3 Element Number</b>	<b>Element Name</b>
eVitals.08	Method of Blood Pressure Measurement
eVitals.09	Mean Arterial Pressure
eVitals.10	Heart Rate
eVitals.11	Method of Heart Rate Measurement
eVitals.12	Pulse Oximetry
eVitals.13	Pulse Rhythm
eVitals.14	Respiratory Rate
eVitals.15	Respiratory Effort
eVitals.16	End Tidal Carbon Dioxide (ETCO2)
eVitals.17	Carbon Monoxide (CO)
eVitals.18	Blood Glucose Level
eVitals.19	Glasgow Coma Score-Eye
eVitals.20	Glasgow Coma Score-Verbal
eVitals.21	Glasgow Coma Score-Motor
eVitals.22	Glasgow Coma Score-Qualifier
eVitals.23	Total Glasgow Coma Score
eVitals.24	Temperature
eVitals.25	Temperature Method
eVitals.26	Level of Responsiveness (AVPU)
eVitals.27	Pain Scale Score
eVitals.28	Pain Scale Type
eVitals.29	Stroke Scale Score
eVitals.30	Stroke Scale Type
eVitals.31	Reperfusion Checklist
eVitals.32	APGAR
eVitals.33	Revised Trauma Score
eLabs.01	Date/Time of Laboratory or Imaging Result
eLabs.02	Study/Result Prior to this Unit's EMS Care
eLabs.03	Laboratory Result Type
eLabs.04	Laboratory Result
eLabs.05	Imaging Study Type
eLabs.06	Imaging Study Results
eLabs.07	Imaging Study File or Waveform Graphic Type
eLabs.08	Imaging Study File or Waveform Graphic
eExam.01	Estimated Body Weight in Kilograms
eExam.02	Length Based Tape Measure
eExam.03	Date/Time of Assessment
eExam.04	Skin Assessment
eExam.05	Head Assessment
eExam.06	Face Assessment
eExam.07	Neck Assessment
eExam.08	Chest/Lungs Assessment
eExam.09	Heart Assessment
eExam.10	Abdominal Assessment Finding Location
eExam.11	Abdomen Assessment
eExam.12	Pelvis/Genitourinary Assessment
eExam.13	Back and Spine Assessment Finding Location
eExam.14	Back and Spine Assessment
eExam.15	Extremity Assessment Finding Location

<b>v3 Element Number</b>	<b>Element Name</b>
eExam.16	Extremities Assessment
eExam.17	Eye Assessment Finding Location
eExam.18	Eye Assessment
eExam.19	Mental Status Assessment
eExam.20	Neurological Assessment
eExam.21	Stroke/CVA Symptoms Resolved
eProtocols.01	Protocols Used
eProtocols.02	Protocol Age Category
eMedications.01	Date/Time Medication Administered
eMedications.02	Medication Administered Prior to this Unit's EMS Care
eMedications.03	Medication Given
eMedications.04	Medication Administered Route
eMedications.05	Medication Dosage
eMedications.06	Medication Dosage Units
eMedications.07	Response to Medication
eMedications.08	Medication Complication
eMedications.10	Role/Type of Person Administering Medication
eMedications.11	Medication Authorization
eProcedures.01	Date/Time Procedure Performed
eProcedures.02	Procedure Performed Prior to this Unit's EMS Care
eProcedures.03	Procedure
eProcedures.04	Size of Procedure Equipment
eProcedures.05	Number of Procedure Attempts
eProcedures.06	Procedure Successful
eProcedures.07	Procedure Complication
eProcedures.08	Response to Procedure
eProcedures.10	Role/Type of Person Performing the Procedure
eProcedures.11	Procedure Authorization
eProcedures.13	Vascular Access Location
eAirway.01	Indications for Invasive Airway
eAirway.02	Date/Time Airway Device Placement Confirmation
eAirway.03	Airway Device Being Confirmed
eAirway.04	Airway Device Placement Confirmed Method
eAirway.05	Tube Depth
eAirway.06	Type of Individual Confirming Airway Device Placement
eAirway.07	Crew Member ID
eAirway.08	Airway Complications Encountered
eAirway.09	Suspected Reasons for Failed Airway Management
eAirway.10	Date/Time Decision to Manage the Patient with an Invasive Airway
eAirway.11	Date/Time Invasive Airway Placement Attempts Abandoned
eDevice.01	Medical Device Serial Number
eDevice.02	Date/Time of Event (per Medical Device)
eDevice.03	Medical Device Event Type
eDevice.04	Medical Device Waveform Graphic Type
eDevice.05	Medical Device Waveform Graphic
eDevice.06	Medical Device Mode (Manual, AED, Pacing, CO2, O2, etc)
eDevice.07	Medical Device ECG Lead
eDevice.08	Medical Device ECG Interpretation

<b>v3 Element Number</b>	<b>Element Name</b>
eDevice.09	Type of Shock
eDevice.10	Shock or Pacing Energy
eDevice.11	Total Number of Shocks Delivered
eDevice.12	Pacing Rate
eDisposition.01	Destination/Transferred To, Name
eDisposition.02	Destination/Transferred To, Code
eDisposition.03	Destination Street Address
eDisposition.04	Destination City
eDisposition.05	Destination State
eDisposition.06	Destination County
eDisposition.07	Destination ZIP Code
eDisposition.08	Destination Country
eDisposition.09	Destination GPS Location
eDisposition.10	Destination Location US National Grid Coordinates
eDisposition.11	Number of Patients Transported in this EMS Unit
eDisposition.12	Incident/Patient Disposition
eDisposition.13	How Patient Was Moved to Ambulance
eDisposition.14	Position of Patient During Transport
eDisposition.15	How Patient Was Transported From Ambulance
eDisposition.16	EMS Transport Method
eDisposition.17	Transport Mode from Scene
eDisposition.18	Additional Transport Mode Descriptors
eDisposition.19	Final Patient Acuity
eDisposition.20	Reason for Choosing Destination
eDisposition.21	Type of Destination
eDisposition.22	Hospital In-Patient Destination
eDisposition.23	Hospital Capability
eDisposition.24	Destination Team Pre-Arrival Alert or Activation
eDisposition.25	Date/Time of Destination Prearrival Alert or Activation
eDisposition.26	Disposition Instructions Provided
eOutcome.01	Emergency Department Disposition
eOutcome.02	Hospital Disposition
eOutcome.03	External Report ID/Number Type
eOutcome.04	External Report ID/Number
eOutcome.05	Other Report Registry Type
eOutcome.06	Emergency Department Chief Complaint
eOutcome.07	First ED Systolic Blood Pressure
eOutcome.08	Emergency Department Recorded Cause of Injury
eOutcome.09	Emergency Department Procedures
eOutcome.10	Emergency Department Diagnosis
eOutcome.11	Date/Time of Hospital Admission
eOutcome.12	Hospital Procedures
eOutcome.13	Hospital Diagnosis
eOutcome.14	Total ICU Length of Stay
eOutcome.15	Total Ventilator Days
eOutcome.16	Date/Time of Hospital Discharge
eOutcome.17	Outcome at Hospital Discharge
eCustomResults.01	Custom Data Element Result
eCustomResults.02	Custom Element ID Referenced

<b>v3 Element Number</b>	<b>Element Name</b>
eCustomResults.03	CorrelationID of PatientCareReport Element or Group
eOther.01	Review Requested
eOther.02	Potential System of Care/Specialty/Registry Patient
eOther.03	Personal Protective Equipment Used
eOther.05	Suspected EMS Work Related Exposure, Injury, or Death
eOther.06	The Type of Work-Related Injury, Death or Suspected Exposure
eOther.07	Natural, Suspected, Intentional, or Unintentional Disaster



**Appendix B - DATA DESTRUCTION AFFIDAVIT FORM**

1. My name is, \_\_\_\_\_.

2. I am employed at \_\_\_\_\_, which is located at \_\_\_\_\_.

3. DOH data, i.e., EMS ePCR Data were obtained from the New York State Department of Health (DOH) pursuant to Data Use Agreement (DUA) Number 2023-0006 . This DUA was entered into for the following purpose: Click here to enter text

This project/program was completed on: 12/31/2025.

4. I understand that this project/program specifically prohibits the use of the DOH data for any purpose, other than the purpose of which was stated in the DUA, without the prior written approval of the New York State Department of Health.. As the project/program has been completed, I understand that the DOH data may no longer be used for any purpose whatsoever.

5. Please check one of the following responses regarding the return or disposal of MCD:

<input type="checkbox"/>	Returned.....	Date: _____
<input type="checkbox"/>	Destroyed by shredding.....	Date: _____
<input type="checkbox"/>	Destroyed by crushing.....	Date: _____
<input type="checkbox"/>	Destroyed by forensic cleaning.....	Date: _____

6. The data was destroyed by: \_\_\_\_\_

7. I have not retained any DOH data disclosed to me under the above-referenced DUA and I understand that any DOH data that I might recall from memory remains confidential.

\_\_\_\_\_  
APPLICANT SIGNATURE

Date: \_\_\_\_\_

**NOTARY**

State of \_\_\_\_\_ ss.:

County of \_\_\_\_\_

Subscribed and sworn before me on this \_\_\_\_\_ day of 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

March 18, 2024

FN 20 24-173

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear County Executive Picente:

Attached is the Amendment to an agreement between Oneida County through it's Health Department and Patagonia Health, Inc. The amendment will add the data migration and NY Health Information Exchange interface which had been agreed to by the parties but not included in the contract for no additional fee.

Additionally, the Amendment would add five (5) users at a rate of \$92 each/month with a 4% annual increase on the anniversary date of the original contract for five years for a maximum reimbursable amount of \$29,000. The purpose of adding the additional users is to maximize all the features offered by the new software. Each year the number of users can be reduced if not needed.

This Amendment will be funded through the Public Health Infrastructure Grant.

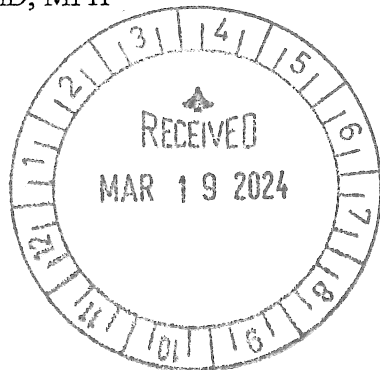
If this Amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,

Daniel W. Gilmore, PhD, MPH  
Director of Health

Attachments

/ss



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 3-19-24

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   x  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

Patagonia Health, Inc.  
1500 Weston Parkway, Suite 204  
Cary, NC 27513

**Title of Activity or Service:**

Amendment to Contract #186152, Cloud based  
Electronic health record and practice management  
Systems for OC Health Clinic.

**Proposed Dates of Operation:**

**Client Population/Number to be served:**

Oneida County residents who are served by OC  
Health Clinic.

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The amendment will add the data Migration and NY Health Information Exchange Interface which had been agreed to by the parties but not include in the contract for no additional fee. Additionally, the Amendment would add five (5) users at a rate of \$92 each/month with a 4% annual increase on the anniversary date of the original contract for five years for a maximum reimbursable amount of \$29,000. The purpose of adding the additional users is to maximize all the features offered by the new software. It would be advantageous to us to have additional people utilizing the software; and each year we will be permitted to reduce the number of users if we find we do not need them.
- 2) **Program/Service Objectives and Outcomes:** Compliance with NYS Department of Education Law
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested**    \$29,000.00    **Account A4010 4012.495**

**Oneida County Dept. Funding Recommendation:** \$29,000.00

**Proposed Funding Sources ( Federal \$/ State \$/County \$):** 100% State/ Public Health Infrastructure Grant.

**Cost Per Client Served:** N/A

**O.C. Department Staff Comments:** N/A



<http://www.patagoniahealth.com>

**Add-On Sales Agreement 2024 – Oneida County-NY Department of Public Health**

**Oneida County Department of Public Health - NY**

Executed Date: 3/18/2024

Proposal Date: 01/25/2024. This quote expires in 90 days.

Term: Co-term with current Sales Agreement of December 28, 2023

Contact: Daniel Gilmore, Ph.D., MPH / Public Health Director / [dgilmore@ocgov.net](mailto:dgilmore@ocgov.net)

**Additional Users: Five (5) New Users Licenses :**

Description	Initial Fees	Monthly Subscription
Five (5) new user licenses @ \$92.00 / per user	N/A	\$460.00

**Terms:**

All other areas of the current Sales Agreement remain unchanged, including Payment Schedule, Terms, and Conditions.

- Initial Fees will be invoiced upon execution of this contract.
- Annual Subscription Fees will be invoiced for the difference in time between implementation and Sales Contract Anniversary date.  
Monthly Fees will be added to your invoice the month of implementation.
- The cost of this subscription will increase four percent (4%) at each anniversary of the current Sales Agreement (original).

**Oneida County**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Anthony J. Picente, Jr.

Title: County Executive

Phone:

Email: [ce@ocgov.net](mailto:ce@ocgov.net)

**Patagonia Health, Inc.**

Signature: 

Date: 3/18/2024

Name: Amos Slaymaker

Title: VP of Sales and Marketing

Phone:

[amos@patagoniahealth.com](mailto:amos@patagoniahealth.com)



<http://www.patagoniahealth.com>

### Patagonia Health Change Order – Patient Demographics and Regional HIE

Matt Fontaine, Director of Business Development - 919-345-5562

#### Oneida County Health Department - NY

Executed Date: 3/18/2024

Proposal Date: 1/25/2024

Term: Co-term with current Oneida County Sales Agreement dated 12/29/2023

Contact: Daniel Gilmore, Administrator, [dgilmore@ocgov.net](mailto:dgilmore@ocgov.net) - 315-798-6400

#### Features Added:

Description	Initial Fees	Monthly Subscription
<i>Data Migration: Import of customer provided Patient Demographics data.</i>	N/A	N/A
<i>Interface: Health Information Exchange (HIE), New York</i>	N/A	N/A

#### Terms:

All other areas of the current Sales Agreement remain unchanged, including Payment Schedule, Terms, and Conditions.

- This Add-on agreement amends the current contract to include the following:
  - Data Migration: Import of customer provided Patient Demographics
  - Interface: New York HIE
- There is no additional upfront or monthly cost associated
- Otherwise, existing contract is unchanged.

#### Oneida County Health Department-NY

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

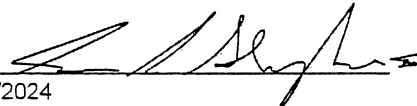
Name: Anthony J. Picente, Jr.

Title: County Executive

Phone:

Email: [ce@ocgov.net](mailto:ce@ocgov.net)

#### Patagonia Health, Inc.

Signature: 

Date: 3/18/2024

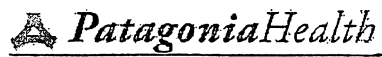
Name: Amos Slaymaker

Title: VP of Sales and Marketing

Phone: (919) 439-0964

Email: [amos@patagoniahealth.com](mailto:amos@patagoniahealth.com)

**ORIGINAL  
CONTRACT**



<http://www.patagoniahealth.com>

SALES AGREEMENT



## 1. Sales Agreement

Presented to

Oneida County - NY

10/3/2023

Presented by

Patagonia Health, Inc.

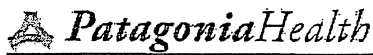
15100 Weston Parkway, Suite 204  
Cary, NC 27513

Contact

Matt Fontaine

O: (919) 345-5562

matt@patagoniahealth.com



<http://www.patagoniahealth.com>

## SALES AGREEMENT

This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," and the attached "Order Form," is effective on the date of the last party's signature hereto ("Service Effective Date"), and is made by and between Patagonia Health, Inc., located at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "Patagonia Health") and, Oneida County, a municipal corporation organized and existing under the laws of the State of New York having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Health Department ("Client" or "Subscriber") with offices located at 185 Genesee Street, Utica, New York 13502.

### HIPAA BUSINESS ASSOCIATE AGREEMENT

#### WITNESSETH

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information ("PHI"), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502l and 164.504(e).

8. NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows: 1. **Definitions**  
Terms used, but not otherwise defined, in this HIPAA Business Associate Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

#### 2. Requirements

1. Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this HIPAA Business Associate Agreement, or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this HIPAA Business Associate Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.
3. Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this HIPAA Business Associate Agreement or applicable law.
5. Business Associate agrees to report to Client any use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this HIPAA Business Associate Agreement.
6. Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of Client, shall be subject to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this HIPAA Business Associate Agreement.
7. Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
8. Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining Client's compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
10. Business Associate agrees to provide to Client or an Individual, in the time and manner designated by Client, information collected in accordance with this HIPAA Business Associate Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
11. Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

#### 3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this HIPAA Business Associate Agreement. In addition:

---

Confidential. Copyright© 2023 Patagonia Health, Inc.

15100 Weston Parkway, Suite 204, Cary, NC 27513 | (919) 238-4780 | Email [info@patagoniahealth.com](mailto:info@patagoniahealth.com)

Ver 1 - 2023103-11:41AM

Page 2 of 13

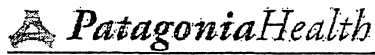




<http://www.patagoniahealth.com>

## SALES AGREEMENT

1. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate.
2. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are required by law, or provided that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services as permitted by 45 CFR Part 164.504 (e)(2)(i)(B).
4. The provisions of this HIPAA Business Associate Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this HIPAA Business Associate Agreement or independent of its relationship with Client.



<http://www.patagoniahealth.com>

## SALES AGREEMENT

### 4. Term and Termination

1. **Term.** The term of the obligations under this HIPAA Business Associate Agreement shall become effective on the Service Effective Date, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession, is destroyed or returned to Client.
2. **Termination for Cause.** Upon Client's knowledge of a material breach by Business Associate, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this HIPAA Business Associate Agreement.

### 5. Effect of Termination

1. Upon termination of this HIPAA Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

### 6. Miscellaneous

1. **Regulatory References.** A reference in this HIPAA Business Associate Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
2. **Amendment.** The parties agree to take such action as is necessary to amend this HIPAA Business Associate Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.
3. **Interpretation.** Any ambiguity in this HIPAA Business Associate Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.



<http://www.patagoniahealth.com>

## SALES AGREEMENT

### SUBSCRIBER SERVICES AGREEMENT

**Introduction:** Vendor has developed a subscription service as described herein (the "Service") which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the "Records") within the Vendor Electronic Medical Record / Practice Management System Software (the "Software") through Vendor's secure network (the "Network") using the Vendor database repository. Subscriber is an organization which provides diagnostic and other medical services to patients. Subscriber and Vendor (the "Parties") desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1. Service Provisions

##### 1.1 Software

1. Vendor grants to Client non-exclusive and non-transferable rights to access and use the Service, subject to the terms and conditions below.
2. In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber non-exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this Agreement to allow its Users (as defined in Section 1.3(2.)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.
3. Except as represented in this Agreement, all work products are provided "as is", and the Subscriber will have access to purchased functionality as it exists as of the date of contract execution. Any custom work requested beyond existing functionality will be charged, once approved by the Subscriber, at \$180/hr, plus a maintenance fee if applicable, or at the then prevailing rates. Vendor reserves the rights and final say on technical, architectural, functional, and process related decisions as it relates to the solution. Vendor reserves the right to decline sharing of any sensitive or proprietary information related to the solution or organization. Such details include, but are not limited to, documentation of internal policies, procedures and processes, technical diagrams, product design, internal audits, internal performance metrics, and internal hardware and software details. Vendor reserves the rights and full control over Vendor's internal policies, procedures, and processes, including relationships with business partners and subcontractors.

##### 1.2 Internet Connection

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

##### 1.3 Service

During the term of this Agreement, in consideration of Subscriber's payment of the appropriate fees as set forth on the Order Form and Subscriber's compliance with the provisions herein, Vendor shall provide the Service as follows:

1. Vendor shall provide services as for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form.
2. Vendor shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Named Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.
3. Users shall use the Software to transmit and update Records in the Vendor Repository via the internet connection through the Network.
4. Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

##### 1.4 Support

Vendor agrees to provide support subject to Subscriber's payment of the applicable support fees as follows:

1. Help desk support shall be provided during Vendor's standard help desk hours, with Vendor's recognized holidays excluded. "Help desk support" is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.
2. Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.
3. Vendor shall be responsible for maintaining only the current and next most current release of the Software.
4. Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

#### 2. Payment

Subscriber shall pay Vendor for Service as indicated on the Order Form. Subscriber will pay monthly for Service via check, upon receipt of a Subscriber approved voucher. Vendor reserves the right to suspend Services upon ten (10) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count on the first day of each (annual) anniversary from the Service Effective Date.

#### 3. Limited Warranties

##### 3.1 Vendor Warranties

Vendor warrants to Subscriber:

---

Confidential. Copyright© 2023 Patagonia Health, Inc.

15100 Weston Parkway, Suite 204, Cary, NC 27513 | (919) 238-4780 | Email [info@patagoniahealth.com](mailto:info@patagoniahealth.com)

Ver 1 - 2023103-13:41AM

Page 5 of 13



<http://www.patagoniahealth.com>

## SALES AGREEMENT

1. That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.
2. That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.
3. That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

### 3.2 Subscriber Warranties

Subscriber warrants to Vendor:

1. That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.
2. That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.

### 4. Disclaimers

Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this Agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.

### 5. Intellectual Property

Subscriber acknowledges and agrees that between the Parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.

### 6. Confidentiality

Each party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other party (collectively, "Confidential Information") except as necessary for performance or use of the Services or as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" shall include all non-public information of either party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either party's business, including financial, promotional, sales, pricing, customer, supplier, personnel, and patient information. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) develops independently without use of or resort to the other party's Confidential Information. The use of Subscriber's name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service shall only be permitted with the written consent of the Subscriber.

### 7. Term and Termination

This Agreement shall be in effect for a five year term from the Service Effective Date. The term of this Agreement shall automatically renew for subsequent one-year periods unless either party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.

### 8. Indemnification; Limitation of Liability

Vendor shall indemnify, defend and hold harmless the Subscriber from any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorneys' fees), and other liabilities of every name and description, which may occur or in any way arise out of Third Party (as defined herein) action or Third Party claim due to: (a) Vendor's breach of this Agreement; (b) Vendor's violation of applicable law; (c) Vendor's gross negligence; or (d) the infringement of such Third Party's intellectual property rights, to the extent caused by Vendor. For purposes of this Section 8, the term "Vendor" includes its owners, agents, employees, partners or subcontractors. Vendor shall not be required to indemnify the Subscriber from and against the portion of any loss or damage to the extent arising from the Subscriber's act or failure to act. For purposes hereof, "Third Party" means a third party that is not owned or controlled by, not under common control with, and that does not control, the County.

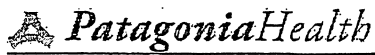
If the use of any of Vendor's intellectual property is enjoined for any reason or if Vendor believes that it may be enjoined, Vendor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Subscriber the right to continue using such intellectual property; or (ii) modify such intellectual property so that it becomes non-infringing and is at least equal quality and performance; or (iii) replace such intellectual property with intellectual property that is non-infringing and is at least equal quality and performance. Vendor shall not be obligated to indemnify that portion of a claim or dispute based solely upon the Subscriber's unauthorized: (A) modification or alteration of the product, material or service; (B) use of the product, material or service in combination with other products not furnished by Vendor; or (C) use of the product, material or service in other than the specified operating conditions and environment.

Confidential. Copyright© 2023 Patagonia Health, Inc.

15100 Weston Parkway, Suite 204, Cary, NC 27513 | (919) 238-4780 | Email [info@patagoniahealth.com](mailto:info@patagoniahealth.com)

Ver 1 - 2023103-11:41AM

Page 6 of 13



<http://www.patagoniahealth.com>

## SALES AGREEMENT

Subscriber shall indemnify, hold harmless and defend Vendor, its officers, agents, employees, and servants, from and against all claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, arising from or related to Subscriber's performance under this Agreement to the extent caused by any negligent or culpable act or omission of the Subscriber or the Subscriber's officers, agents, employees, servants or subcontractor(s) and/or any infringement of a third party's rights caused by the Subscriber.

Except to the extent of a party's gross negligence or willful misconduct, or to the extent arising in connection with such party's indemnification obligations hereunder, in no event will such party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, indirect, punitive, exemplary, cover, remote, or consequential damages whether or not such party has been advised of the possibility of such damages. Except to the extent arising in connection with a party's indemnification obligations hereunder, in no event will such party's total aggregate liability exceed the amount actually paid by the Subscriber hereunder during the twelve (12)-month period ending on the date of the cause of action underlying such liability. In connection with Vendor's indemnification obligations hereunder, in no event will its total aggregate liability exceed the greater of the amount actually paid by the Subscriber hereunder during the twelve (12)-month period ending on the date of the cause of action underlying such obligation and two million dollars (\$2,000,000).

8.1 **Insurance:** During the entire term of this Agreement, Vendor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

<b>LIMITS OF LIABILITY</b>	
Umbrella Coverage	\$5,000,000
Workmen's Compensation and Employer's Liability	
Workers' Compensation	AS REQUIRED BY STATUTE
Employer's Liability	\$100,000 bodily injury for each accident \$100,000 each employee for disease \$500,000 disease aggregate
Commercial General Liability	
Bodily Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
Comprehensive Automobile Liability	
Combined Limit	\$1,000,000
Technology Errors & Omissions and Cyber Liability including Identity Theft, Information Security and Privacy Injury	
	\$5,000,000 each wrongful act and aggregate

All insurance policies required must be from an insurance carrier licensed to do business in the State of Subscriber and add Oneida County as an additional insured. Vendor agrees to furnish proof of required insurance to the Subscriber when requested.

### 9. General Provisions

#### 9.1 Assignment

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets. Any attempt by either party to assign this Agreement other than as permitted above will be null and void.

#### 9.2 Force Majeure

Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

#### 9.3 Governing Law

All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of laws. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Vendor consents to such jurisdiction.

#### 9.4 Notice

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

#### 9.5 No Agency

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

#### 9.6 Waiver

No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

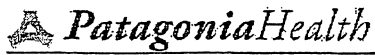
#### 9.7 Severability

Confidential. Copyright© 2023 Patagonia Health, Inc.

15100 Weston Parkway, Suite 204, Cary, NC 27513 | (919) 238-4780 | Email [info@patagoniahealth.com](mailto:info@patagoniahealth.com)

Ver 1 - 2023103-11:41AM

Page 7 of 13



<http://www.patagoniahealth.com>

## SALES AGREEMENT

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

### 9.8 Survival

The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 through 9.

### 9.9 Taxes

The fees listed in this Agreement (including the Order Form) shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes; there shall be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, exclusive of taxes based on Vendor net income. If the Vendor is found to be responsible for the withholding and payment of taxes on behalf of the Subscriber, Subscriber agrees to indemnify Vendor with respect to the full amount of taxes due, together with applicable interest and penalties. If Subscriber is required to withhold any tax from any payment, then the amount of the payment will be automatically increased to completely offset such tax so that the amount remitted to the Vendor, net of all taxes, equals the amount invoiced or otherwise due. The Subscriber is responsible for notifying Vendor of, and providing Vendor with, an exemption certificate if any of these taxes are not applicable.

### 9.10 Entire Agreement

This Agreement, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.



<http://www.patagoniahealth.com>

**SALES AGREEMENT**

**ORDER FORM**

**Term:** ORDER FORM

This Agreement will run for a term of five (5) years from the Service Effective Date. All fees including monthly subscription fees will increase, at the beginning of each year, by either 4% or US CPI whichever is higher. All payments made are non-refundable. Vendor may adjust billing for actual named user count at the beginning of each month. Subscriber is responsible for managing and keeping current all active and inactive users in the Vendor system. All professional service fees, after the first year, are charged at the then current rates.

**Marketing:** Permission for use of Client's name in Vendor's marketing material including videos and case studies shall be obtained in writing from the Client.

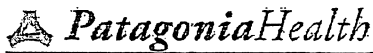
Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Includes: Named Users	15	Included	Included
Includes: Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system.			
Includes Federally certified EHR. Ensures EHR meets all the federal standards including, but not limited to, stringent privacy, security requirements and clinical quality measures. No separate or additional charge for meaningful use certification upgrade.			
Web based (Software as a Service SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises.			
Includes Electronic Prescription (Surescripts Gold Certified), no separate or additional per provider charges			
Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges.			
Includes upgrade to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades			
Patient portal (meaningful use compliant), no separate or additional charges for users			
Secure Messaging (staff to staff and agency to patient).			
Two Factor Authentication (TFA)			
NY State Immunization (NYSIS) Interface : bi-directional - Monthly		Included	Included
Immunization Inventory App		Included	Included
Appointment Adherence App		Included	Included
Immunization Barcode scanning software.		Included	Included
Pharmacy App		Included	Included
Electronic Patient Consent forms with editor tool included.	5	Included	Included
Communicator App		Included	Included

Confidential. Copyright© 2023 Patagonia Health, Inc.

15100 Weston Parkway, Suite 204, Cary, NC 27513 | (919) 238-4780 | Email [info@patagoniahealth.com](mailto:info@patagoniahealth.com)

Ver 1 - 2023103-11:41AM

Page 9 of 13


<http://www.patagoniahealth.com>

## SALES AGREEMENT

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Electronic Fax	1	Included	Included
Patient ID Scanning Feature - Directly scan patient ID or insurance information into patient demographics (Scanner purchased by the customer).	1	Included	Included
Telehealth App. Quantity shows the number of video bundles. Each bundle represents 176 video hours, enough for 88 one-hour one on one sessions. If actual usage exceeds the number of video hours shown, additional charges will apply.		Included	Included
Time & Effort Tracking App.		Included	Included
# of Onsite Training Days (Other) (Note: Days quoted are per person days).	4	Included	NA
Training (Videos): Unlimited, on-demand, access by each user to built in of training videos.		Included	NA
Mass Vaccination App-an integrated solution for simplifying vaccinations en masse		Included	Included
Contactless Patient Experience (CPX)— Allows for patient self scheduling, remote registration, online check-in, and forms review - Monthly		Included	Included
Management Dashboard App.	1	Included	Included
Direct Messaging - Send patient records as referrals to other providers in the community in standard CCDA format.		Included	Included
Interface: Labcorp or Quest: Results & Orders.		Included	Included
SFTP Pdf bulk upload (Frequency of updates - One time)		Included	Included

Total Payments	
1. Monthly On-going subscription fee Payments: First 2 months are free. Monthly payments start 1st day of 3rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date.	\$2,106.50
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$60,725.00) + Training (\$11,000.00) + first monthly subscription fees (1 * \$2,106.50/month) = \$73,831.50.	\$73,831.50

Confidential. Copyright© 2023 Patagonia Health, Inc.

15100 Weston Parkway, Suite 204, Cary, NC 27513 | (919) 238-4780 | Email [info@patagoniahealth.com](mailto:info@patagoniahealth.com)

Ver 1 - 2023103-11:41AM

Page 10 of 13





<http://www.patagoniahealth.com>

# SALES AGREEMENT

## 5-Year Price:

Payments	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
Payments to Patagonia Health	\$92,790.00	\$26,289.12	\$27,340.68	\$28,434.31	\$29,571.68	\$204,425.80



<http://www.patagoniahealth.com>

# SALES AGREEMENT

## PAYMENT SCHEDULE OPTIONS:

**OPTION A (Payment Terms):**

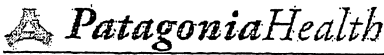
Initial to Accept Option A:

(a) Upfront Payment (implementation, training and first month's payment):	\$73,831.50
	<i>(Due within 30 days of contract date)</i>
(b) Ongoing Monthly. First 2 months free. Each monthly Payment:	<u>\$2,106.50</u>
(c) Total First Year Payments ( \$73,831.50 + 9 * \$2,106.50 ):	<u>\$92,790.00</u>

**OPTION B (All Annual Payments, each year, paid in advance):**

Initial to Accept Option B:

(a) Total Year 1 Contract Amount:	\$92,790.00
(b) Discount on only first year total payment (2%)	<u>- \$1,855.80</u>
(c) Total Payment after discount for Year 1:	<u>\$90,934.20</u>
	<i>(Due within 30 days of invoice/contract date)</i>



<http://www.patagoniahealth.com>

# SALES AGREEMENT

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

### SIGNATURES:

#### Vendor (Patagonia Health, Inc.)

Signature:

41CEECAB8E274CB...

Name: Ashok Mathur

Title: CEO

Email: ashok@patagoniahealth.com

Phone: (919) 622-6740

#### Client

Signature:

Date:

12/29/23

Name:

Title:

Phone:

Fax:

Email:

Cell:

Email for Invoices:

### FORM INSTRUCTIONS

1. Please review and fill out the agreement.
2. Signed Sales Agreement can be either faxed to Patagonia Health, Inc., at F: (919) 238-7920 Or emailed to sales@patagoniahealth.com Or mailed to Patagonia Health Inc., 202, Midenhall Way, Cary, NC 27513  
(Note Business address is: 15100 Weston Parkway, Suite 204, Cary, NC 27513)

Please call your representative with any question.

Approved  
ONEIDA COUNTY ATTORNEY

By



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

March 19, 2024

FN 20 24-174

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

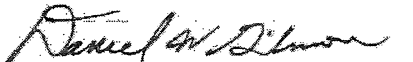
Attached are three (3) copies of an Agreement between Oneida County through its Health Department – Early Intervention Program/Service Coordination and the New York State Department of Health.

Local governments have the responsibility for administrating the Early Intervention Program, subject to regulations of the Commissioner of Health, as set forth in 10 NYCRR Subpart 69-4 entitled "Early Intervention Program." The New York State Department of Health requires all municipalities who are approved service providers to complete the provider agreement.

This agreement covers the period March 31, 2023, through March 31, 2028. The Early Intervention Program is a New York State mandated program. Medicaid will be the primary pay source. In the event a family is not covered by Medicaid, New York State is the secondary pay source, with a 49% state aid return. The approximate amount of the 2022 NYS refund was \$60,000.00.

If this meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

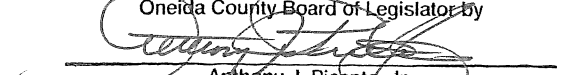
Sincerely,

  
Daniel W. Gilmore Ph.D. MPH  
Director of Health

/ss



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 3-20-24

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   x  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

NYS Department of Health  
Bureau of Early Intervention  
Empire State Plaza, Corning Tower Rm 287  
Albany, NY 12237-0660

**Title of Activity or Service:**

Service Coordination

**Proposed Dates of Operation:**

March 31, 2023, through March 31, 2028

**Client Population/Number to be served:**

All Children screened for Early Intervention Services.

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Local governments have the responsibility for administrating the Early Intervention Program, subject to regulations of the Commissioner of Health, as set forth in 10 NYCRR Subpart 69-4 entitled "Early Intervention Program." The New York State Department of Health is requiring all municipalities who are approved service providers to complete the provider agreement.
- 2) **Program/Service Objectives and Outcomes:** Oneida County accepts all referrals of children potentially eligible for program services and assigns initial service coordination.
- 3) **Program Design and Staffing:** There are 4 employees who provide this service.

**Total Funding Requested** N/A      **Expense Account** A4059      **Rev Act** A1950

**Proposed Funding Sources (State \$/County \$):** Medicaid will be the primary pay source. In the event a family is not covered by Medicaid, New York State is the secondary pay source, with a 49% state aid return. The approximate amount received from the 2022 refund was \$60,000.00.

**Oneida County Dept. Funding Recommendation:** N/A

**Cost Per Client Served:** N/A

**O.C. Department Staff Comments:** This is an agreement required by the New York State Department of Health.

**Mandated Service:** Yes

New York State Department of Health  
Bureau of Early Intervention  
**Early Intervention Provider Agreement**

Signatory must be legally authorized to enter into an Agreement on behalf of the Provider.  
Please answer Yes or No to the following questions.

I have read and understand my obligations as stated in this 2018 Agreement:  Yes

I request the **additional terms** outlined in Appendix 1 (check one):  No  Yes

In **Witness Whereof**, the parties hereto have executed\* this Agreement as of the latest date written below.

**Provider**

<b>Agency Provider Name or Individual Provider Name</b> (If you have or are requesting a business name associated with your Individual Approval, record name as <LAST NAME>, <FIRST NAME> FOR <BUSINESS NAME>.)  Oneida County by and through it's Health Department
<b>NYS NYEIS Provider ID</b> (If one has previously been assigned, otherwise leave blank) 77

**Agency Provider's Authorizing Officer** (This pertains to Agency Providers only.)

First Name Anthony	M.I. J	Last Name Picente Jr
-----------------------	-----------	-------------------------

**Address**

Street Address 800 Park Avenue		Apartment/Floor 10th	
City Utica	State NY	Zip Code (9 digit) 13501	County (if in NY) Oneida
E-mail Address tparkany@ocgov.net		NPI Number 1205965324	

**Service Catchment Area(s):** Your agreement is statewide, however circle only counties/municipalities for which you are currently available to provide services. If future circumstances change, you may notify us of additional counties.

- |  |   |   |  |
|--|---|---|--|
| Albany<br>Allegany<br>Broome<br>Cattaraugus<br>Cayuga<br>Chautauqua<br>Chemung<br>Chenango<br>Clinton<br>Columbia<br>Cortland<br>Delaware<br>Dutchess<br>Erie<br>Essex<br>Franklin | Fulton<br>Genesee<br>Greene<br>Hamilton<br>Herkimer<br>Jefferson<br>Lewis<br>Livingston<br>Madison<br>Monroe<br>Montgomery<br>Nassau<br>Niagara<br><u>Oneida</u><br>Onondaga<br>Ontario | Orange<br>Orleans<br>Oswego<br>Otsego<br>Putnam<br>Rensselaer<br>Rockland<br>St. Lawrence<br>Saratoga<br>Schenectady<br>Schoharie<br>Schuyler<br>Seneca<br>Steuben<br>Suffolk<br>Sullivan | Tioga<br>Tompkins<br>Ulster<br>Warren<br>Washington<br>Wayne<br>Westchester<br>Wyoming<br>Yates<br><br><u>New York City Area</u><br>Bronx<br>Kings<br>New York<br>Queens<br>Richmond |
|--|---|---|--|

Applicant Authorized Signature (Original Signature)	
Title/Profession	Telephone

**For internal Department use only- Approved By New York State Department of Health**

First Name	Last Name
Authorized Signature	Approval Date
Dates of Agreement Effective:	A1 Yes <span style="margin-left: 100px;">No</span>

**\*THIS Appendix IS NOT CONSIDERED TO BE FULLY EXECUTED WITHOUT AN APPROVAL DATE FROM THE New York State Department of Health. The Provider cannot receive service authorizations from a Municipality and claim for early intervention services rendered until this Appendix is fully executed by the Department. In the event this Appendix is executed subsequent to the execution of the Agreement, the effective dates for this Appendix shall be as set forth herein.**

New York State Department of Health  
Bureau of Early Intervention

Early Intervention Provider Agreement (effective 2018)

This Provider Agreement is entered into by and between the New York State Department of Health (hereinafter referred to as the "Department"), and

Oneida County by and through it's Health Department

<NYS Provider ID/State ID> 77 (hereinafter referred to as the "Provider"). Provider acknowledges that this agreement is made by and between the Department and Provider, as Provider is currently organized and constituted or presented. The Department reserves the right to terminate this agreement should the Provider reorganize or otherwise substantially change the character of its corporate or other business structure or presentation.

**Purpose of Agreement**

The purpose of this Agreement is to set forth the terms and conditions for participation in the Early Intervention Program (EIP) and to establish the obligations, expectations and relationship between the Department, municipalities within the State and the Provider.

Providers intending to receive service authorizations for early intervention services directly from a Municipality and payment from the Municipality for such services rendered must complete and comply with the attached **Appendix 1- Payee Provider Agreement/Service Authorizations and Payment**, Appendix 1 sets forth the terms and conditions for such authorizations and payment.

**Definitions**

When used herein, the following terms shall have the following meanings:

- "Applied behavior analysis" or "ABA" means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.
- "Early Intervention Official" or "EIO" shall mean an appropriate municipal official designated by the chief executive officer of a municipality and an appropriate designee of such official.
- "Early Intervention Program" or "EIP" means the program established pursuant to Title II-A of Article 25 of the Public Health Law.
- "Family/Caregiver Support Group" is the provision of early intervention services to a group of parents, caregivers (foster parents, day care staff, etc.) and/or siblings of eligible children for the purposes of enhancing their capacity to care for and/or enhance the development of the eligible child and providing support, education, and guidance to such individuals relative to the child's unique developmental needs.
- "Group Developmental Intervention Visit" shall mean the provision of early intervention services by appropriate qualified personnel to eligible children in a group which may also include children without disabilities, at an approved Provider's site or in a community-based setting.
- "Home and Community Based Individual/Collateral Visits" shall mean the provision by appropriate qualified personnel of services to an eligible child and/or parent or other designated caregiver at the child's home or any other natural environment in which children under three years of age are typically found (including day care centers other than those located at the same premises as the Provider, and family day care homes).
- "Municipality" shall mean a county outside of the City of New York or in the case of a county located within the City of New York. For purposes of this agreement, "Municipality" shall further mean the Municipality in which the Provider renders evaluations, service coordination or early intervention services to children residing in such Municipality.
- "Office/Facility-Based Individual/Collateral Visits" shall mean the provision by appropriate qualified personnel of services to an eligible child and/or parent or other designated caregiver at an approved Provider's site (including day care centers located at the same premises as the Provider).

- "Parent-Child Group" is a group comprised of parents or caregivers, children, and a minimum of one appropriate qualified Provider of early intervention services at an early intervention Provider's site or a community-based site (e.g., day care center, family day care, or other community settings).
- "Provider" shall mean an agency or individual approved in accordance with 10 NYCRR § 69-4.5 to deliver service coordination, evaluations and screenings and/or services in the EIP.
  - "Agency Provider" shall mean an entity which employs qualified personnel as defined in 10 NYCRR § 69-4.1(a)(k), and may contract with individual providers or other agency providers which are approved by the Department, for the provision of early intervention program evaluations and screenings, service coordination, and/or early intervention services.
  - "Individual Provider" shall mean a person who holds a state-approved or recognized certificate, license or registration in one of the disciplines set forth in 10 NYCRR § 69-4.1(a)(k) and who either receive service authorizations for early intervention services from a Municipality and/or are under contract with an agency provider.
- "Services" shall mean those early intervention services as defined in 10 NYCRR 69-4.1(l) that the Provider identified in the Provider's application to the Department as being able to provide, either directly or for Agency Providers through employees and/or contracts with Individual Providers or other Agency Providers.
- "Service authorization" shall mean approval by a municipality relating to specific services contained in a child's Individualize Family Service Plan (IFSP) and includes the following details: the provider of record; the type of service; whether it is a facility based or home and community based service; whether it is a basic or extended service; how many times per week the service can be provided; the rendering provider; and the diagnosis for the child.
- "Service Coordination Services" shall mean assistance provided by a service coordinator to enable an eligible child and the child's family to receive the rights, procedural safeguards and services that are authorized to be provided under the EIP.
- "State" shall mean the State of New York.

Now, therefore, the Department and Provider agree as follows:

**I. Appendix**

The Provider cannot receive service authorizations from a Municipality and claim for early intervention services rendered unless requested by the provider and approved by the Department in this agreement. The following appendix, when checked, shall be incorporated and made a part of this agreement as if fully set forth herein:

Appendix 1- Payee Provider Agreement/Service Authorizations and Payment

**II. Role of Department, Municipalities and Providers in the Early Intervention Program**

Pursuant to Public Health Law (PHL) § 2550, the Department is the lead agency responsible for the administration of the Early Intervention Program in this State. Each individual Municipality and the city of New York is responsible for the local administration of the program, which includes but is not limited to, accepting referrals of children potentially eligible for program services, assigning initial service coordinators, participating in IFSP meetings, ensuring that early intervention (EI) services contained in an IFSP are appropriately delivered, and reimbursing providers for services not covered by Medicaid or commercial insurance according to rates set by the Department pursuant to regulations. PHL authorizes the Department to contract with a fiscal agent that will handle provider claiming and payment. The Provider hereby understands and agrees that the claims submitted shall be accurate and complete, and shall reflect the actual service rendered. The Provider further understands and agrees that, pursuant to PHL § 2557(3) and (3-a), PHL § 2552(1) and 10 NYCRR § 69-4.12, both the Department and the Municipality are authorized to monitor and audit evaluators, service coordinators and Providers of services within the Municipality. Provider understands and agrees that certain provisions within this Agreement that require notice to the Municipality or includes the Municipality with respect to obligations or requirements, are designed to acknowledge the Municipality's role in the local administration of the Early Intervention Program and in the oversight of Providers in the delivery and payment for evaluations and services provided to children within such Municipality.



III. Provider Responsibilities

- A. Provider shall comply with all applicable provisions of law, rule and regulation when participating in the Early Intervention Program, including but not limited to PHL §2550 et seq, 10 NYCRR SubPart 69-4, Part C of the Individuals with Disabilities Education Act and its regulations at 34 CFR Part 303, and the Family Educational Rights and Privacy Act (FERPA) and its regulations at 34 CFR Part 99.
- B. Agency Provider understands and hereby agrees that it is responsible for and shall ensure that its employees and Individual Providers under contract with such Agency Provider comply with the provisions of applicable law and regulations, and with the terms of this Agreement when delivering evaluations or services on behalf of the Agency Provider.
- C. Provider hereby agrees that Provider can and shall deliver services in the areas of the State identified by the Provider to the Department as part of this agreement but the Provider is not prohibited from providing services in additional areas of the State. Provider shall only conduct evaluations and deliver the services for which Provider is approved by the Department to deliver.
- D. Provider understands and hereby agrees that nothing in this Agreement or Appendix 1 of this Agreement shall be deemed to require or otherwise hold the Department responsible for making payment to the Provider for evaluations or services rendered under the EIP. Provider understands and agrees that reimbursement for evaluations and services is governed by PHL §2557 and §2559. In accordance with those sections, Providers who receive direct service authorizations from a Municipality shall, in the first instance and where applicable, seek reimbursement under a health insurance policy, plan or contract, including under the medical assistance program or the child health insurance program, prior to seeking reimbursement from a Municipality for services rendered to a child who has health insurer or health maintenance organization coverage. Payments will be made by insurers and the Medicaid Program directly to the Provider and remittance advices will be submitted by the third-party payers to the Department's state fiscal agent (SFA) with claims adjudication information. The SFA will inform the Provider of denied claims and will work with the Provider to address any denials resulting from inaccurate or incomplete information required for payment (for example, missing diagnostic or procedural codes.) Pursuant to PHL §2557, approved costs, other than those reimbursable under a health insurance policy, plan or contract, including under the medical assistance program or the child health insurance program, for evaluations and services shall be a charge upon the Municipality wherein an eligible child resides. Provider shall not seek or be entitled to reimbursement directly from the Department for evaluations or services rendered to eligible children under the EIP.
- E. Provider understands and hereby agrees that the Provider cannot be involved in any activity relating to the provision of evaluations or services rendered under the EIP if the Provider is excluded from Medicaid or Medicare.
- F. Agency Provider understands and hereby agrees that the Agency Provider must verify that a person is not excluded from Medicaid or Medicare at the time of hire or upon entering into contract and at least verify every thirty (30) days that current employees and contractors used by the Agency Provider have not been excluded.
- G. Provider understands and hereby agrees that nothing in this Agreement shall be construed as guaranteeing to Provider a specific number of evaluation assignments or service authorizations. Provider understands and agrees that the Provider may not be assigned any evaluations or provided with any service authorizations in the EIP, and/or that service authorizations may be modified at any time in accordance with PHL, for reasons including but not limited to the eligible child has progressed under the EIP and the IFSP team determines that a service should be reduced or is no longer needed. Provider further understands that payment for evaluations and services under the EIP is subject to funds being appropriated and made available therefor.
- H. Provider understands and hereby agrees that all sites are under the control of the Provider and will be maintained in compliance with all applicable laws and regulations and implement a policy for addressing health, safety and sanitation issues that conforms with standards established by the Department and where applicable, in conformance with the American with Disabilities Act. Provider further understands that all sites under the control of the Provider must be approved by the Department prior to rendering EIP services at each site.

#### IV. Personnel

- A. Provider hereby affirms that Provider can deliver services on a twelve-month basis and provides flexibility in hours of service delivery, which includes but is not limited to, rendering services outside of standard business and/or operating hours. This includes but is not limited to service delivery on weekend and evening hours in accordance with eligible children's IFSPs.
- B. Provider shall maintain a statement from a health care provider which documents that the Provider, and employees and Individual Providers under contract with an Agency Provider, has no diagnosed disorder or condition that would preclude him/her from providing services. Such statement shall be obtained prior to the provision of services and updated on an annual basis thereafter.
- C. Provider shall maintain proof from a health care provider that the Provider, and/or employees and Individual Providers under contract with an Agency Provider, meet the following requirements, prior to provision of services:
- measles, mumps, and rubella titer and/or vaccine; and annual Mantoux/PPD or chest X-ray with the exception of EI Providers who are also licensed day care providers by the NYC Bureau of Day Care. NYC Bureau of Day Care Providers must demonstrate that upon commencement of work, a record of testing performed for tuberculosis infection, and further testing at any time, if required by the NYC Bureau of Day Care.
  - have the following recommended vaccines or has documented refusal, prior to the provision of EI Provider services: Hepatitis B vaccine, Tetanus immunization within the past 10 years, Diphtheria, Pertussis, Varicella, and Influenza.
- D. In accordance with Social Services Law (SSL) §424-a and §495, Agency Provider shall conduct a Staff Exclusion List (SEL) check of potential hires through the New York State Justice Center for the Protection of People with Special Needs (Justice Center) prior to conducting a Statewide Central Register (SCR) of Child Abuse and Maltreatment check. The Agency Provider is responsible for initiating this process with the state's Justice Center.
- E. Providers shall, in accordance with Social Services Law (SSL) § 424-a, ensure that Statewide Central Register Database Check Form LDSS-3370 is completed and submitted to the SCR for: (i) any person who is being actively considered for employment, and who will have the potential for regular and substantial contact with children who receive early intervention services; and (ii) any prospective Individual Provider providing goods and services who will have the potential for regular and substantial contact with children who receive services. Agency Provider shall complete the SCR database check and must receive an acceptable response from the SCR prior to authorizing or allowing any person or Individual Provider to have any unsupervised contact with a child receiving early intervention services. If any person about whom the Agency Provider has made an inquiry is found to be the subject of an indicated report of child abuse or maltreatment, such Agency Provider must, in accordance with SSL § 424-a, determine, on the basis of information it has available and in accordance with guidelines developed and disseminated by the NYS Office of Children and Family Services for child care services, whether to hire, retain or use the person as an employee, volunteer or contractor or to permit the person providing goods or services to have access to children being served by the Agency Provider. Whenever such person is hired, retained, used or given access to children in the EIP, such Agency Provider must maintain a written record, as part of the application file or employment or other personnel record of such person, of the specific reason(s) why such person was determined to be appropriate and acceptable as an employee, volunteer, contractor or provider of goods or services with access to children being served the Agency Provider.
- F. If Agency Provider denies employment or determines not to retain or utilize such person, Agency Provider shall comply with the requirements contained in SSL § 424-a.
- G. Provider shall review and become familiar with the Department's guidance and written policies and procedures for the provision of EI services, including but not limited to guidance regarding referral, eligibility, evaluations, provision of services, record keeping and claiming. Agency Providers shall ensure that its employees and Individual Providers under contract with such Agency Providers are familiar with such guidance, policies and procedures.
- H. Agency Providers shall only utilize qualified personnel as defined in 10 NYCRR §69-4.1 as appropriate for the provision of authorized services, and shall ensure that such qualified personnel maintain current

registration, certification or licensure in the area for which they are providing services on behalf of the agency.

- I. Individual Providers shall demonstrate proficiency in early childhood development and only render services within the scope of practice for which they are licensed and currently registered, or certified, as applicable, and within the areas in which the Individual Provider has been trained and educated, and with which he or she is familiar and competent.
- J. Agency Providers shall assign a speech language pathologist to provide services to a child when a speech service is authorized in a child's IFSP; the Agency Provider shall not assign a certified teacher when speech services are authorized in the child's IFSP and requested by the service coordinator.
- K. Provider, employees and independent contractors (including Service Coordinators) utilized by a Provider Agency to deliver services shall demonstrate continued professional development related to their professional field of practice, including but not limited to family-centered services, child outcomes, quality improvement and on state and municipal policies and procedures of the early intervention program, including participation in Department-sponsored training. Provider shall participate in a minimum of ten clock (10) hours of professional development activities per year. Such professional development activities are not restricted to Department sponsored training and may include other professional activities necessary for licensure and activities identified by the Provider to increase the Provider's professional skills and knowledge. Activities may include but are not limited to formal continuing education courses/workshops, formal academic study, independent study, mentoring, and in-service training programs. Activities may also include Department sponsored training, Municipal sponsored training, webcasts, and webinars which may be provided particularly during periods of introduction of a new policy and procedure. Provider will maintain documentation of professional development activities and make such documentation available upon request to the Department and/or Municipality.
- L. Agency Providers will, before utilizing a student/intern, a physical therapy assistant or an occupational therapy assistant for the provision of EI provider services, notify the Municipality, service coordinator and parent that the Agency Provider intends to have a student/intern, a physical therapy assistant or an occupational therapy assistant provide services under the supervision of a licensed practitioner; provide the Municipality, service coordinator and parent a written plan for how the supervising practitioner will assume professional responsibility for the services provided under his or her direction and how the need for continued services will be monitored; and have agreement from the Municipality, service coordinator and parent prior to the provision of services by a student/intern, a physical therapy assistant or an occupational therapy assistant.
- M. Agency Providers shall maintain, using the Department's electronic database, a contemporaneous list of their employees and Individual Providers under contract with such Agency Provider which reflects the current staff available to provide EI services.
- N. Provider shall be familiar with and comply with all applicable Medicaid rules and regulations. Provider shall not engage in any act which constitutes an unacceptable practice under the Medical Assistance Program as enumerated in Title 18 of the New York Code of Rules and Regulations Section 515.2(a) and (b) (1) through (b) (15), (17) and (18). Agency Providers shall not utilize employees or Individual Providers or vendors, who have been excluded from participation in the Medical Assistance Program. Agency Providers shall ensure that they do not employ, or are affiliated with, any individual or agency, which has been excluded from either the Medicare or the Medicaid program. Providers shall routinely but no less than every thirty (30) days review federal and state databases to determine if employees, prospective employees, and contractors (Individuals and other Agency Providers), have been excluded or terminated from participation in the Medical Assistance Program.
- O. Provider shall provide their own equipment and supplies including toys necessary to conduct their business. Provider understands that it is not the responsibility of the Department or Municipalities to supply such equipment, supplies or toys. Provider shall comply with applicable health and safety standards, including those related to use of toys, equipment and supplies.
- P. Provider shall obtain access to the Department's electronic database for at least one person for the purpose of managing EI information necessary to conduct business utilizing the electronic database.

**V. Services**

- A. Provider shall use informed clinical opinion, observation and ongoing assessment in collaboration with the family/caregiver and additional team members to prioritize identified family/caregiver areas of concern. Provider shall be an active participant in the development of integrated family & child focused goals and outcomes for the IFSP. As a licensed and/or certified professional focused on their field of practice, Provider shall encourage families and caregivers to collaboratively identify priorities as they relate to a child's participation in everyday activities; observe families/caregivers and their children to engage in activities when clinically appropriate; collaboratively document child and family strengths, accomplishments, interests and needs which will assist a family to be an informed advocate for their child/children and active member of the IFSP team; and inform an IFSP team, if the provider is unable to attend an IFSP meeting.
- B. Provider shall render services in conformance with the child's and family's IFSP, including but not limited to functional outcomes, the duration specified, location and frequency of such service.
- C. Provider understands and agrees that the use of aversive intervention in any form is strictly prohibited when providing EIP services. Aversive intervention is defined in 10 NYCRR § 69-4.9 to mean an intervention that is intended to induce extreme or excessive and/or non-therapeutic pain or discomfort to a child for the purpose of modifying or changing a child's behavior, limiting a child's free range of movement, or eliminating or reducing maladaptive behaviors, including but not limited to the following: contingent application of noxious, painful, intrusive stimuli or activities; any form of noxious, painful, or intrusive spray (including water or other mists), inhalant, or tastes; contingent food programs that include the denial or delay of the provision of meals or intentionally altering staple food or drink to make it distasteful; movement limitation used as punishment, including but not limited to helmets and mechanical restraint devices; physical restraints; blindfolds; and white noise helmets and electric shock.
- D. Provider shall work collaboratively with the family to identify strategies/activities and the necessary services and supports to achieve IFSP outcomes including but not limited to developing and enhancing the family's capacity to support their child's learning and development between visits; building on the interests and strengths of the child and family; and determining the intensity, and method for each service to be reasonable and not burdensome to the family.
- E. Provider shall use a child developmental approach in intervention strategies, incorporating evidence-based child development practices with necessary adaptations to foster and promote age appropriate development.
- F. Provider shall use an individualized approach, including consideration and respect for cultural and religious, lifestyle, ethnic, and other individual and family characteristics.
- G. Provider shall be an active participant in the development and implementation of a transition plan for a child transitioning from the EIP.

**VI. Documentation and Recordkeeping**

- A. When required by the Department, Provider shall utilize a standardized reporting format when reporting on services delivered in the EIP.
- B. Provider shall maintain documentation necessary to support claiming to third party payors (Medicaid and commercial insurers), the Municipality and State. In instances where corrections are made to documentation required to support claiming, the rendering provider shall leave his or her original writing intact, strike through the mistake with a single line, make a legible correction and clearly write his or her initials and date correction was made next to the correction. Provider shall not use white-out in an EI record.
- C. Provider shall maintain contemporaneous session notes, utilizing a Department standardized form when required by the Department, following each child and family contact, which shall include the information required in 10 NYCRR 69-4.26(c) including: the recipient's name, date of service, type of service provided, time the Provider began delivering therapy to child and end time, brief description of the recipient's progress made during the session as related to the outcome contained in the IFSP, name, title, and signature of the person rendering the service, date the session note was created, and signature of the

parent or caregiver which documents that the service was received by the child on the date and during the period of time as recorded by the Provider.

- D. Provider understands and hereby agrees that all 'make-up' sessions must be consistent with Department regulations and guidance, occur in conformance with the IFSP and session notes created for 'make-up' sessions must accurately state that the session is in place of a previously scheduled session, and reflect the date/time that the 'make-up' session occurred. Provider further understands and hereby agrees that Provider risks non-payment for inaccurate claims.
  - E. Original session notes must be maintained in accordance with the requirements of 10 NYCRR § 69-4.26. In situations where an Individual Provider is rendering services to a child and family under an authorization to such Provider by a Municipality or when the Individual Provider is rendering services as a contractor to an Agency Provider, the Individual Provider shall maintain the original session notes. A Municipality or Agency Provider may request or require submission of copies of such Individual Provider's session notes. Original EI records generated by qualified personnel who are employees of a Municipality or Agency Provider shall be retained by the respective Municipality or Agency Provider.
  - F. Provider shall make periodic progress notes summarizing the effectiveness of the service and the progress being made toward outcomes included in the child's and family's IFSP. Progress notes shall be made at a minimum frequency of twice during the IFSP yearly cycle - for six-month IFSP reviews and for the annual IFSP review. The Department may direct that the progress notes be made in a certain format or manner. Progress notes shall be included in the child's record and shall be available upon request by the service coordinator, Municipality, or Department.
  - G. Provider shall maintain records that document the performance of services required to be completed by Provider on behalf of eligible children and their families, including but not limited to: parental consents for provision of evaluations and services; reports, session notes, progress notes, and other documentation related to evaluations or service delivery; a copy of the IFSP; service authorizations; physicians orders and/or prescriptions for services provided and other documents as may be required in regulation.
  - H. Provider shall maintain accurate and complete records that support claiming for actual services rendered. Provider shall only submit claims for payment that accurately reflect the service provided by qualified personnel authorized to provide the service on the date such service is provided and which shall be consistent with the child's IFSP.
  - I. Provider shall maintain complete records and data that support information necessary for the Department to report annually through the Part C Annual Performance Report (Part C- APR). Information/data will include but is not limited to timely IFSP, timely services, and transition steps and services. The Department may direct that information be made in a certain format or manner.
  - J. Provider shall retain EI records pertaining to a child and family for a minimum of six years from the date that care, services, or supplies were provided to the child and family. Individual Providers who are licensed, registered, or certified under state education law must retain child and family records for the period of time set forth in the laws and regulation that apply to their profession.
- VII. **Notifications**
- A. Provider shall make reasonable efforts to notify the child's parent/family/caregiver prior to the date and/or within one hour prior to the time on which a EI provider service is to be delivered, of any temporary inability to deliver such service due to circumstances such as illness, emergencies, hazardous weather, or other circumstances which impede the provider's ability to deliver the service. If circumstances prevent such notification prior to a visit, notification should be provided as soon as possible following the missed visit. Provider shall also make reasonable efforts to notify the child's parent/family/caregiver if the Provider will be more than fifteen (15) minutes late for a scheduled session, due to uncontrollable circumstances.
  - B. Provider shall make reasonable efforts to notify the Department and municipality (s) within five (5) business days of any prolonged closure or unavailability to provide EI services to children located in a specific municipality
  - C. Provider shall notify the child's parent and service coordinator at least five (5) business days prior to any scheduled absences due to vacation, professional activities, or other circumstances, including the dates for

which the Provider will be unable to deliver services to the child and family in conformance with the IFSP and the date on which services will be resumed by such Provider. Missed visits may be rescheduled and delivered to the child and family by such Provider, as clinically appropriate, agreed upon by the parent and in conformance with the child's and family's IFSP.

- D. Provider shall notify the child's service coordinator and early intervention official (EIO) of the intent to permanently terminate the delivery of early intervention program services to a child and the child's family, for any reason, at least thirty (30) calendar days prior to the date on which the Provider intends to cease providing services.
- E. Provider shall notify the child's service coordinator within twenty-four (24) hours of the child's absence from more than three (3) consecutive scheduled sessions for the delivery of services, indicating the reason for said absence, if known.
- F. Provider shall notify the service coordinator and the Municipality within two (2) business days, when a parent voluntarily withdraws their child from early intervention services with a Provider, for any reason.
- G. Provider shall notify the Department, in writing, within five (5) calendar days, in the event Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Provider's ability to perform under this Agreement.
- H. Individual Providers shall notify the Department within two (2) business days if their license is suspended, revoked, limited or annulled, regardless of whether the suspension or limitation is stayed.
- I. Provider shall notify the Department immediately upon becoming aware that the, Medicare or Medicaid certification of Provider, or any employee or Individual Provider under contract with the Agency Provider is restricted, suspended or temporarily and/or permanently revoked by any regulatory authority.

**VIII. Mandated Reporting**

- A. Providers shall report or cause to be reported suspected cases of child abuse and/or maltreatment to the SCR whenever they believe that there is reasonable cause to suspect that a child, made known to them in their official capacity as a Provider under the EIP, is or has been abused or maltreated.
- B. Provider shall develop and maintain policies and procedures regarding the reporting of suspected child abuse and/or maltreatment. Agency Providers shall ensure that its employees and Individual Providers under contract with such Agency Provider are aware of the Agency Provider's policies and procedures in this regard.

**IX. Confidentiality**

- A. Provider shall preserve the confidentiality of all electronic and/or hard-copy data and information, both historical and current data, that is shared, received, collected, or obtained in relation to services provided in the EIP, in accordance with applicable law and regulations, including but not limited to FERPA and 10 NYCRR § 69-4.17.
- B. Provider shall keep child records secure, whether records are stored in a business location, an Individual Provider's home or at a secure location outside the Provider's home. Provider shall have a written policy on confidentiality and meet all confidentiality requirements of the EIP, including physical security.
- C. Provider shall prevent the disclosure, redisclosure or release of such data or information, except as expressly authorized by law. Provider shall not use such data or information for personal benefit.
- D. Provider agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or HIV-related illness or HIV infection or laboratory tests performed on an individual for HIV-related illness.
- E. Agency Provider agrees to comply with the confidentiality and disclosure requirements set forth in and in Part 403 of New York State Social Service Law and Section 2782 of Public Health Law, and ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services, are fully informed of the penalties and fines for redisclosure in violation of State law and regulations.

- F. The Provider fully agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

This information has been disclosed to you from confidential records, which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure.

X. Marketing

- A. Provider shall comply with the provisions of 10 NYCRR § 69-4.5(e).
- B. Provider shall not represent themselves as, or claim to be, an officer or employee of the State or Municipality by reason of this Agreement.
- C. Provider shall ensure that marketing and advertising materials adhere to the Department's Marketing Standards for Early Intervention Service Providers and adequately inform parents or guardians of children less than three years of age who are suspected of having a disability or are at risk of disability about the EIP.

XI. Auditing, Monitoring, Due Process

- A. Provider shall cooperate with any announced or unannounced fiscal audit, programmatic monitoring and/or quality improvement monitoring by the Department, Municipality or its respective designee. Provider shall maintain and make available to the Department and Municipality upon request, complete financial records and clinical documentation related to the provision of services to permit a full fiscal audit by appropriate State and municipal authorities.
- B. Provider shall make available such records or documents that are requested on the date and time of the visit, and shall provide access to the facility for facility based Providers.
- C. Provider shall render diligently to the Department and the Municipality any and all cooperation, without additional compensation, that may be required as part of an investigation, mediation, or hearing.
- D. Provider shall demonstrate full and faithful cooperation with any investigation, audit or inquiry conducted by the Department, Municipality or State or Federal governmental agency or authority that is empowered directly or by designation to compel attendance of witnesses and to examine witnesses under oath, or conducted by a governmental agency that is a party in interest to the transaction, that is subject of the investigation, audit or inquiry.
- E. Provider shall render diligently to the Municipality and Department any and all cooperation, without additional compensation, that may be required to defend the Municipality and/or Department against any claims, demand, or action that pertain to Provider that may be brought against the Municipality and/or the Department in connection with services rendered by or on behalf of Provider to children under the Early Intervention Program and/or the terms and provisions of this Agreement.
- F. Provider shall implement to the satisfaction of the Department, corrective actions deemed necessary by the Department or its designee to bring the Provider into compliance with applicable State and Federal statutes and regulations governing the EIP. Provider shall further implement, to the satisfaction of the Municipality, any corrective actions as may be required by Municipality after an audit or monitoring of the Provider by the Municipality in accordance with PHL § 2557(3-a), PHL § 2552(1) and 10 NYCRR § 69-4.12.
- G. Provider understands and hereby agrees that payment by the Municipality may be withheld or suspended if upon audit or monitoring by the Department or Municipality it is found that the Provider, and/or employees or Individual Providers under contract with an Agency Provider, did not provide the services claimed for, the services were not provided in conformance with a child's IFSP, the rendering provider was not qualified by licensure, certification or registration to deliver the services, and/or the services were not provided in conformance with law or regulation or this Agreement.

XII. EI Model Specific Responsibilities

A. Service Coordination

- A1. Provider, and employees and Individual Providers under contract with an Agency Provider, who deliver service coordination services, shall, in accordance with 10 NYCRR §§ 69-4.4 and 69-4.5(xi) demonstrate continued professional development on state and local policies and procedures of the EIP, including participation in Department-sponsored training. Provider shall maintain documentation of continuing education/training and make such documentation available upon request to the Department and Municipality.
- A2. Provider shall ensure that they, their employees and independent contractors utilized by the Provider Agency demonstrate participation in on-going training including but not limited to introductory service coordination, advanced service coordination, evaluation, and IFSP training sponsored or approved by the Department of Health, when Provider is approved for service coordination services.
- A3. Provider, and employees and Individual Providers utilized by an Agency Provider who deliver service coordination services on behalf of the Agency Provider shall complete introductory service coordination training sponsored or approved by the Department of Health prior to rendering service coordination services and participate in a minimum of one (1) professional development activity totaling a minimum of 1 1/2 clock hours directly related to service coordination per calendar year. Such activity is not limited to Department sponsored training but can include other professional development activities which focus on enhancing skills necessary for service coordinators to increase their competency to provide service coordination activities.
- A4. Provider shall render all service coordination activities as set forth in applicable law and regulations and as specified in the child's IFSP.
- A5. Provider of initial and/or ongoing service coordination services shall document all activities (billable and non-billable) related to the performance of their duties which includes the following information: recipient's name; date of service; a description of the specific service coordination activity performed; name, date of contact, and purpose of contact for providers or others contacted on behalf of the child and family as necessary to implement the IFSP; start and end time for each contact; and name, title and signature of the service coordinator, as applicable. The Department may require that the Provider document such activities using a standard form or format.
- A6. Provider shall provide Service Coordination as authorized by the Municipality when authorized for initial service coordination, and when authorized for on-going service coordination for a child/family, up to the limit of units of service coordination prescribed in the IFSP and indicated on the service authorization. Provider shall provide additional units of service only if authorized in accordance with a fully executed amendment to the IFSP, which shall include signatures of the Parent (s) and EIO/designee and IFSP team members.
- A7. Provider shall prepare and submit reports and/or data regarding Service Coordination activities as requested by the Department or Municipality in a manner and format as may be requested by the Department or Municipality.
- A8. Provider shall be reasonably accessible to the child's evaluator, other Providers of EI services, the Department and the Municipality during standard business hours.
- A9. The Provider shall be reasonably available to the parent in a manner that does not limit service access to daytime and/or weekday hours and does not limit access to a specific location. The Provider shall ensure that accessibility for service coordination are available to families in non-traditional schedules and through a variety of methods and locations. Provider shall be responsible for informing families of changes to their contact number, email address, and the specific times and places of their accessibility.
- A10. Provider shall communicate with the family about the purpose of Early Intervention, provide all information to the family in the family's dominant language or other mode of communication unless clearly not feasible to do so, and shall ensure that the family has received or has access to the



current version of Early Intervention Steps: A Parent's Basic Guide to the Early Intervention Program, the parent's handbook that provides information about the program upon referral to the EIP.

- A11. Provider shall describe the rationale for services in natural environments. Provider shall describe each step of the IFSP process, including its purpose, and what service delivery might look like.
- A12. Provider shall collaboratively balance listening to the family with sharing information and shall use open-ended questions that encourage the family to share their thoughts and concerns. Provider shall discover family preferences for sharing and receiving information as well as the family's teaching and learning strategies they prefer to use with their child.
- A13. Provider shall review with the EI family the EIP procedural safeguards/due process rights upon initial contact with the family and whenever the family may disagree with an eligibility decision or with the early intervention official/designee decision regarding services for their child/family.
- A14. Provider shall assist families to obtain the services and/or assistance they need.
- A15. Provider shall inform the family that services must be at no cost to families, use of Medicaid and/or third party insurance for payment of services is required under the EIP; that any deductible or co-payments is not the responsibility of the family; the use of third party insurance for payment of early intervention services will not be applied against lifetime or annual limits specified in their insurance policy, if such policy is subject to New York State law and regulation; and that the Municipality/Department/service coordinator will not obtain payment from their insurer, if such policy is not subject to New York State law and regulation and if the insurer is therefore not prohibited from and will apply payment for early intervention services to the annual and lifetime limits specified in their insurance policy. Provider shall collect, from the family, information on any insurance policy, plan or contract under which an eligible child has coverage.
- A16. Provider shall review all options for evaluation and screening with the family from the list of approved evaluators including location, types of evaluations performed, and settings for evaluations (e.g., home vs. at the evaluation agency). Upon selection of an evaluator by the family, the Provider shall ascertain from the family any needs the family may have in accessing the evaluation. Provider shall at the family's request, assist the family in arranging of the evaluation after the family selects from the list of approved evaluators.
- A17. Provider shall contact the family to ensure that the family has received information concerning alternative approved evaluators and ascertain from the family any needs the family may have in accessing the evaluation, if the family has accessed an approved evaluator prior to contact by the initial service coordinator.
- A18. Provider, upon receipt of the results of the evaluation, may with parental consent and the approval of the early intervention official, require additional diagnostic information regarding the condition of the child, provided that such information is not unnecessarily duplicative or invasive to the child according to guidelines of the Department of Health. One such example is that such information may assist the IFSP team to determine the appropriate type, location, frequency or duration of the EI provider service.
- A19. Provider shall prior to obtaining written parental consent for additional diagnostic information, provide the family with a written explanation which shall include: diagnostic information requested; reasons for obtaining the information, and use of the information; location of diagnostic testing; source of payment and that no costs shall be incurred by the parent; a statement that the information shall not be used to refute eligibility; and a statement that the meeting to formulate the Individualized Family Service Plan shall be held within the 45 day time limit.
- A20. The Provider shall, with parent consent, notify the Office for People with Developmental Disabilities' regional developmental disabilities services office of the potential eligibility of a child for programs or services available under that Office, if the Provider, in consultation with the evaluator, identifies the child as potentially eligible for programs or services offered by or under such office.

- A21. Provider shall, upon the determination of a child as ineligible for EIP services, inform the family of the right to due process procedures as set forth in 10 NYCRR § 69-4.17 and shall inform the family of other services which the family may choose to access and for which the child may be eligible and offer assistance with appropriate referrals.
- A22. Provider shall collect from the family a written referral from a primary care provider as documentation, for eligible children, of the medical necessity of EIP services in order to support private insurance claiming.
- A23. Provider shall assist the family in preparing for the meeting to develop the IFSP, including facilitating their understanding of the child's multidisciplinary evaluation and identifying their resources, priorities, and concerns related to their child's development.
- A24. Provider shall inform the family of the opportunity to select an ongoing service coordinator, who may be different from the initial service coordinator, at the Individualized Family Service Plan meeting or at any other time after the formulation of the IFSP.
- A25. Provider shall ensure that the IFSP, including any amendments thereto, is implemented in a timely manner within thirty (30) days of parent consent to the IFSP, or if the projected date for the initiation of a service is greater than thirty (30) days of parent consent to the IFSP, not later than thirty (30) calendar days after the projected date for initiation of the service.
- A26. Provider shall in consultation with the service Provider and the family/caregiver continuously seek the appropriate services and situations necessary to benefit the development of the child for the duration of the child's EIP eligibility, including providing appropriate referrals for families to access social and mental health services.
- A27. When notified by a Provider or by otherwise becoming aware of a child's absence from more than three (3) scheduled sessions for the delivery of services, Provider shall contact the child's parent/family to ascertain the reason for any absences and immediately notify the EIO regarding the absences, reason for such absences and whether there is a need to modify an existing IFSP.
- A28. Provider shall early in the relationship with the family, have conversations about what they want for their child's future once they transition from the EIP.
- A29. Provider shall identify transition issues and discuss steps to prepare the family for choices/options at different transition points and to prepare the child for participating in the new setting when transition occurs. Provider shall ensure that the family understands the timeframe for transition from the EIP and when transition planning should occur.
- A30. Provider shall, together with the IFSP team, develop a transition plan as part of the IFSP process which includes the outcomes and activities to prepare the child and family for success after early intervention.
- A31. When applicable, Provider shall notify the local Committee on Preschool Special Education (CPSE) of a child's potential transition to CPSE services utilizing Department-standardized forms, procedures, and timelines in accordance with applicable law and regulations.
- A32. Provider understands and agrees that, in accordance with PHL § 2552, a Municipality may request that the parent/family select a new service coordinator or require that the service coordinator select a new Provider of services if the Municipality finds that the service coordinator or Provider, as applicable, has not been performing his or her responsibilities as required or that services have not been provided in accordance with the child's IFSP.

**B. Evaluations & Screenings**

- B1. Provider shall only provide evaluation and screening services as authorized in accordance with their licensure, registration or certification. Agency Providers shall only use qualified personnel who are licensed, certified or registered in the area for which they are providing evaluation services for the provision of core/multidisciplinary evaluations and/or supplemental evaluations

- B2. Provider shall provide evaluations in accordance with a service authorization issued by the Municipality or service coordinator. If the parent selects an approved Provider to conduct the evaluation prior to the designation of an initial service coordinator, the Provider shall immediately notify the EIO of such selection and shall begin the evaluation no sooner than four (4) business days of the EIO's receipt of written notice from the Provider. The Provider shall obtain parental consent to conduct the evaluation prior to the initiation of the evaluation.
- B3. Provider shall when conducting a multidisciplinary evaluation include qualified personnel who have sufficient expertise in child development, and include at least one qualified personnel in the area of the child's suspected delay or disability. The primary area of concern must be included as part of the core evaluation. No evaluation may be performed by telephone, in whole or in part.
- B4. Provider shall when conducting a family assessment include qualified personnel who are trained in the use of professionally accepted methods and procedures to assist the family in identifying their concerns, priorities, and resources related to the development of their child.
- B5. Provider shall ensure that they and, if applicable, their employees who provide Evaluation & Screening services complete continuing professional and clinical education relevant to early intervention services, and in-service training sponsored by the Department regarding evaluation and eligibility, within six (6) months of becoming an employee of the Agency Provider or within six (6) months of the start date of the Agreement, whichever is later. Provider or employees of an Agency Provider who render evaluations and screenings shall also participate in a minimum of one (1) professional development activity totaling a minimum of 1 1/2 clock hours per year related to the provision of evaluation & assessments to children under the age of 5 years old. Such activity is not limited to Department sponsored training but can include other professional development activities which focus on enhancing skills necessary for evaluators to increase their competency to provide evaluation activities. Provider shall have the training and competency to administer a particular evaluation tool prior to conducting an EI evaluation utilizing such tool. Agency Providers shall ensure that its employees who conduct evaluations have the training and competency to administer a particular evaluation tool prior to conduct an unsupervised evaluation.
- B6. Provider shall ensure that they and, if applicable, all employees and Individual Providers under contract to provide evaluations for an Agency Provider, have access to the Department's guidance regarding evaluations and eligibility criteria for the early intervention program, prior to conducting an evaluation or screening and that it is implemented appropriately.
- B7. Provider shall have availability and competency to screen, evaluate, and assess infant and toddler development using appropriate methods and procedures, both formal and informal.
- B8. Provider shall utilize evaluation and assessment procedures that are responsive to the cultural, ethnic, religious and linguistic background of the family. Tests and other evaluation materials and procedures shall be administered in the dominant language or other mode of communication of the child, unless it is clearly not feasible to do so. If such an evaluation is not possible, Provider should not accept the evaluation assignment or must document the attempts to locate a bilingual evaluator and notify the service coordinator of their inability to provide the evaluation in the dominant language or other mode of communication of the child and receive further direction from the service coordinator before proceeding with the evaluation. The service coordinator may, after discussion with and consent by the parent, request that the evaluation be reassigned to another Provider or Provider Agency.
- B9. Agency providers shall only use qualified personnel who are licensed, certified or registered in the area for which they are providing evaluation services for the provision of core/multidisciplinary evaluations and/or supplemental evaluations.
- B10. Provider shall adhere to recognized standards of practice for their respective disciplines when conducting evaluations and utilizing and scoring standardized assessment instruments.
- B11. Provider shall, when conducting a multidisciplinary evaluation include the core components of a developmental assessment of all domains (physical development, cognitive development,

communication development, social or emotional development, and adaptive development); a review of pertinent records, parent interview, and, at the option of the family, a family assessment.

- B12. Provider shall use the most recent edition of a standardized test instrument as soon as practicable (e.g., when the standardized instrument has become widely available, including the availability of training, if required by test developers) when conducting evaluations for the purpose of determining a child's initial or ongoing eligibility for the EIP. Standardized test instruments must be administered, scored and interpreted according to the tool's manual.
- B13. Provider understands that no single procedure or instrument may be used as the sole criterion or indicator of eligibility. Provider shall utilize information from a variety of appropriate sources, including but not limited to standardized instruments and procedures, when appropriate or possible; observations of the child; parent interviews; informed clinical opinion; and any other sources of information about the child's developmental status available to the team conducting the child's evaluation.
- B14. Provider shall consider the parent's input regarding the preferred natural environment/setting for the evaluation and should conduct an evaluation in a setting conducive to ensuring accurate results. After the evaluation, the family should be asked whether they believe their child's response was optimal, and the family's response shall be included in the evaluation summary and report.
- B15. Provider shall immediately notify the Parent, the Service Coordinator and EIO/M, prior to initiation of the Evaluation if the Provider reasonably believes that the Provider cannot provide an evaluation within a sufficient time frame so that it can be accomplished within forty-five (45) days necessary to schedule an IFSP (due to workload or scheduling issues).
- B16. Provider shall provide the family a single point of contact and phone number for the evaluation process.
- B17. Provider shall describe to the family each step of the evaluation process, including its purpose, and what the evaluation might look like, including process, rules and procedures that Providers must follow.
- B18. Provider shall discuss how information gathered from the family is used in planning and conducting the evaluation. Provider shall help the family decide how they want to participate in their child's evaluation. The child's parent shall have the opportunity to be present and participate in the performance of evaluation and assessments, unless the parent's circumstances prevent the parent's presence.
- B19. Provider shall provide evaluation results in layman's terms/user friendly language in a manner which is understandable to family and caregivers. Provider shall discuss screening, evaluation, and assessment information with families in understandable language and in the context of the child's strengths. Provider shall ensure that parents are afforded the opportunity to discuss the evaluation results with evaluators, including any concerns they have with the evaluation process.
- B20. Provider shall ensure that when conducting a multidisciplinary evaluation, the Evaluator prepares an evaluation report and written summary and submits the summary, and upon request the report, to the following individuals within sufficient time to ensure completion of the IFSP within forty-five (45) days of a child's referral to the EIP: the child's parent(s); the EIO; and the initial service coordinator. Provider shall ensure that the multidisciplinary report is coordinated by qualified personnel who conducted the child's evaluation.
- B21. Provider shall ensure that Provider creates one integrated multidisciplinary report according to a state-standardized form and that the evaluation report and summary include the names, titles, and qualifications of the persons performing the evaluation and assessment; a description of the assessment process; the child's responses to the procedures and instruments used as part of the evaluation process, the family's belief about whether the responses were optimal; the developmental status of the child in each of the five developmental domains, including the unique strengths and needs in each area; documentation of how clinical opinion was used by the persons performing the evaluation and assessing the child's developmental status and potential eligibility for

the EIP; and measures and/or scores that were used, if any; and an explanation of these measures or scores. The evaluation report shall also include diagnostic information and the International Classification of Disease (ICD) codes related to the child's eligibility, where appropriate.

- B22. Provider shall ensure that when a diagnosis is made during the evaluation, one or more persons who conducted the evaluation are qualified under the NYS Education Law to render the diagnosis. A diagnosis shall not be rendered by an evaluation team member unless they are qualified by their profession to render such diagnosis.
  - B23. Provider shall fully document the basis for Provider's eligibility determination and provide such information and documentation that may be requested by the Municipality or the Department within the timeframes specified.
  - B24. Provider shall ensure that if the results of the multidisciplinary evaluation indicate the child is not eligible for the EIP, the team's evaluation report will clearly document reasons why the child is not eligible. If a child is not eligible for the EIP but has a developmental delay and the evaluation team believes the child should receive services or supports outside of the EIP, the evaluation team should inform the family of options for services and community resources that will promote the child's development.
  - B25. Provider shall submit any additional documentation or explanation requested by the Municipality, service coordinator or Department regarding any evaluation, within five (5) business days of the request.
  - B26. Provider understands and agrees that all evaluations must be completed in accordance with applicable law and regulations in order to receive payment for the same.
  - B27. Provider shall participate in IFSP meetings in accordance with the requirements of 10 NYCRR § 69-4.11.
  - B28. Provider understands and agrees that if the EIO determines that the Provider has not complied with PHL and/or regulations pertaining to an evaluation, the EIO may require that the Provider immediately submit additional documentation to support the eligibility determination and no later than five (5) business days, or if the documentation provided continues to be inconsistent with PHL or regulations, the EIO can require that the parent select another Provider to conduct a multidisciplinary evaluation to determine whether the child meets eligibility for EIP services.
- C. Home/Community-Based and Office/Facility-Based Individual/Collateral Visits
- C1. Provider shall provide home/community-based individual/collateral services in accordance with a service authorization issued by the Municipality or service coordinator.
  - C2. Provider shall assist families in learning ways that the family can report more effectively on their observations and understanding (assessment) of their child's skills, behaviors and interests. Provider shall document a family's observations and assessments into the child's session notes. Family observations and assessments should be encouraged but not required.
  - C3. Provider shall apply knowledge of current research and evidenced based practices to the development and implementation of strategies, therapy and interventions with the child and family.
  - C4. Provider shall work collaboratively with family/caregivers to seek opportunities to adapt learning experiences and therapeutic strategies to reflect individual characteristics of the child and family, and to identify and implement, as appropriate, strategies that enhance and promote the child's participation in natural learning opportunities across both child and family routines and community settings.
  - C5. Provider and family/caregivers shall collaboratively identify toys, materials, interactions and locations that are available, of interest to, and motivating for the child and family.

- C6. Provider and family/caregivers shall collaboratively identify and incorporate family identified resources, concerns and priorities which shall result in individualized strategies promoting the outcomes identified by the family, therapeutic outcomes and outcomes identified in an IFSP. Provider shall be aware of and acknowledge new family concerns or interests.
- C7. Provider shall assist the family in learning how to communicate with their child.
- D. Group Developmental Intervention
  - D1. Provider shall provide group developmental intervention services in accordance with a service authorization issued by the Municipality or service coordinator.
  - D2. Provider shall only utilize qualified personnel as defined by 10 NYCRR § 69-4.1(a) when assigning a substitute in situations where the usual group leader is absent.
  - D3. Provider shall provide EI services in a safe, developmentally appropriate environment which has adequate space for the group-size, a physical environment and facilities conducive to learning and reflective of the different stages of development of each child. Providers should incorporate, when possible, Universal Design for Learning principles into the creation of learning environments that support all children, including children with disabilities; when designing a learning environment. Provider agrees that it shall only provide Group developmental services in a location that has been included in Provider's application to the Department.
  - D4. Provider shall support a child's positive behavior through well-organized classrooms, consistent schedules, well-designed learning areas, established routines, and sensitive and appropriate guidance strategies.
  - D5. Provider shall engage in ongoing adaptations of the environment to meet the needs of individual children, including varying teaching strategies which can influence a child's ability to participate.
  - D6. Provider shall have clear curricular goals and learning outcomes and where appropriate individualized learning objectives for children and modification of instructional materials as indicated on the child's IFSP.
  - D7. Provider shall promote supportive interventions within the classroom which minimize the need for a child to be pulled out of the group for an individualized intervention.
  - D8. Provider shall foster a collaborative partnership with all persons involved with the child including the child's family, caregivers and other Providers and will create an individualized learning experience reflective of the individual child's social and cultural experience, child's interests, abilities, and developmental progress. Provider shall inform the child's family on a regular basis about their child's progress and experience in the group developmental setting.
- E. Parent-Child Groups and Family/Caregiver Support Groups
  - E1. Provider shall provide parent-child groups and family/caregiver support group services in accordance with a service authorization issued by the Municipality or service coordinator.
  - E2. Provider shall assist parents to understand their child's needs and identify community resources to meet family and child needs and to understand the emotional impact of having a child with disabilities.
  - E3. Provider shall assist the family to learn multiple strategies for communicating with their child.
  - E4. Provider shall assist the family to be confident in their parental skills and in their ability to care for a child with disabilities.
  - E5. Provider shall assist the family to communicate with the team who works with his/her child and family and to develop skills as an advocate for the child.
  - E6. Provider shall assist the family to do things with and for their child that will help enhance their child's development.

- E7. Provider shall assist the family to learn how to communicate with their child.
  - E8. Provider shall assist the family to learn how to understand and manage their child's behavior.
  - E9. Provider shall assist the family to develop skills to cope with stressful situations.
  - E10. Provider shall assist the family to enhance their own ability to modify family routines, such as mealtimes or bedtime, bathing and dressing to accommodate the family needs as well as the developmental and emotional needs of their child and to improve the family's quality of life.
- F. Providers Using Applied Behavior Analysis (ABA) in the Delivery of ABA Early Intervention Provider Services
- F1. Provider understands and hereby agrees that "Applied behavior analysis" or "ABA" means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.
  - F2. Agency Provider understands and hereby agrees to only utilize qualified personnel as defined in 10 NYCRR §69-4.1 as appropriate for the provision of early childhood ABA services and such employees and Individual Provider have been trained, educated, and are familiar with and competent in the delivery of such services.
  - F3. Provider understands and hereby agrees that Provider shall maintain and implement written policies and procedures for the delivery of ABA services which are in conformance with nationally recognized, evidence-based practices for the delivery of such services. Such written policies and procedures shall be reviewed at least annually by the Provider and updated as necessary to maintain conformance with evidence-based practices for delivery of ABA services; and made available for review for monitoring purposes and upon request by the Department and/or its agent and the Municipality.
  - F4. Provider shall be responsible for developing individual child ABA plans in collaboration with the child's family and Agency Provider, as appropriate, qualified personnel; directing the implementation of individual child ABA plans and the ongoing monitoring, systematic measurement, data collection, and documentation of child progress; modifying individual child ABA services as necessary to promote progress towards goals, generalization of learning; and, where applicable, transitioning of the child from receiving services in home- and facility-based settings to receiving services and participating in other community settings.
  - F5. Provider shall provide assistance, training, and support as needed by parents/caregivers to assist them in follow-through activities specified in the child's ABA plan to enhance child development, behavior, and functioning.
- XIII. Additional Provider Responsibilities
- A. Provider understands and agrees that nothing herein shall be deemed to create an "employee" and "employer" relationship between the Department and the Provider, or between the Municipality and the Provider. The relationship of the Provider to the Department or Municipality shall be that of an Independent Contractor for whom no federal or state income tax will be deducted by the Municipality in payment for services provided, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to the State or Municipal employees will accrue.
  - B. Provider shall be responsible for the services for which Provider is approved to deliver and, with respect to Agency Providers, shall only utilize employees and/or Individual Providers and/or another Agency Provider when approved by the Department as an Agency Provider. Agency Provider understands and agrees that when utilizing Individual Providers or another Agency Provider to deliver authorized services, the Agency Provider may only utilize Individuals and Agencies approved by the Department and shall remain responsible for the services for which it is authorized to deliver that were rendered by the Individual Provider and/or the other Agency Provider, including but not limited to all claims for payment related to such services, and in ensuring that the Individual Provider and/or the other Agency Provider complied with all applicable rules and regulations in relation to such services.

- C. Agency Provider shall be responsible for the acts and omissions of Individual Providers and/or other Provider Agencies utilized by the Provider Agency for the provision of services as it is for the acts and omissions of persons directly employed by it.
- D. Provider shall maintain continued compliance with all applicable provisions of the Federal and State Labor Standards.
- E. Provider shall maintain continued compliance with all applicable provisions of the Federal Internal Revenue Code, 20 NYCRR-Taxation and Finance, and all rules promulgated there under, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes, as applicable.
- F. Provider shall operate and provide services in compliance with the provisions of the Civil Rights Act of 1964, as amended; with 44 CFR Part 7, entitled "Nondiscrimination in Federally Administered Programs"; and with 45 CFR Parts 84 and 85, entitled "Non-Discrimination on the Basis of Handicap in Program Activities Receiving or Benefiting from Federal Financial Assistance".
- G. Provider shall operate, hire, subcontract and provide services without regard to race, creed, color, national origin, sex, age, disability, sexual orientation, genetic predisposition or carrier status or marital status.
- H. Provider shall not have religious worship, instruction, or proselytizing as part of or in connection with the provision of early intervention Provider services, nor shall any of the funds provided under this Agreement be used for such purposes.
- I. Provider shall operate, hire and subcontract in compliance with the provisions of Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions.
- J. Agency Provider shall, in the event that the Agency Provider files for bankruptcy or reorganization under Chapter seven or Chapter Eleven of the United States Bankruptcy Code, disclose such action to the Department within (7) seven days of filing. This Agreement shall not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of and attempts to do so are null and void.
- K. Indemnification:
  - i. Provider shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Provider or its employees or Individual Providers under contract, pursuant to this AGREEMENT. The Provider shall indemnify and hold harmless the Department and its officers and employees and Municipalities and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT and under the EIP.
  - ii. The Provider is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the Department or Municipality nor make any claims, demand or application to or for any right based upon any different status.

This provision shall survive the termination of this Agreement. This Agreement shall be deemed terminated immediately upon the Provider's failure to comply.

#### **XIV. Terms and Termination**

This Agreement shall be effective for a five (5) year term, unless terminated pursuant to the terms hereof. Provider shall not provide services, nor hold itself out as authorized to provide such services on and after the date upon which this Agreement shall be deemed terminated.

If the Provider wishes to continue participating the EIP after the expiration of this Agreement, Provider shall notify the Department at least ninety (90) days prior to the expiration date and request that the Department enter into a new agreement with the Provider.

Amendments to this agreement may be made by the Department and shall be sent to the Provider via mail or electronically utilizing the Provider's email address. The Provider shall notify the Department within thirty (30)



calendar days of the date the Provider receives the proposed Amendment of whether it accepts the terms contained in the proposed Amendment. The Department reserves the right to terminate this Agreement if a proposed Amendment is not accepted. Oral modifications to this Agreement are prohibited.

**1. Termination for Convenience by the Department:**

This Agreement may be cancelled at any time by the Department giving to the Provider not less than ninety (90) days written notice that on or after a date therein specified this Agreement shall be deemed terminated and cancelled. Provider shall not render services in the EIP on and after the date specified in such notice and shall not claim for any services rendered after such termination date.

**2. Termination for Convenience by Provider:**

This Agreement may be cancelled at any time by the Provider, giving to the Department not less than ninety (90) days written notice that on or after a date therein specified this Agreement shall be deemed terminated and cancelled. In the event the Provider terminates the Agreement in accordance with this paragraph, Provider shall, together with any notice of termination, provide each child's Service Coordinator and the corresponding Municipality of residency of the children served with a Plan and Timetable for the orderly transition of services, and a copy of any proposed notification to parents, transporters, employees and Individual Providers utilized by an Agency Provider who deliver services. The plan and timetable for orderly transition of services must be developed in conjunction with affected municipalities and in accordance with municipal procedures. Notification to parents, transporters, employees and Individual Providers utilized by an Agency Provider shall be disseminated by the Provider upon approval by the Municipality and the Department of the proposed Plan and Timetable. The notice of termination and transition plan shall be submitted to the service coordinator(s), affected Municipalities and the Department not less than ninety (90) calendar days prior to the intended termination date of the Agreement. Provider also understands and agrees that the Provider will supply, to the best of the Provider's ability, any outstanding child/family information necessary for the Department's Part C Annual Performance Report, prior to terminating this agreement.

**3. Termination for Cause:**

The Department or the Provider may terminate this agreement, prior to the end of term by giving thirty (30) calendar days written notice to the other party of its intention and reason for termination. The non-terminating party may be given an opportunity to cure the reason for termination within the 30-day period. If the non-terminating party does not cure the reason for termination to the satisfaction of the terminating party, this Agreement shall terminate at the end of such 30-day period. Cause for termination may include but shall not be limited to: (a) failure to comply with the terms and conditions of this Agreement; (b) § 69-4.12 and (c) any violation of applicable laws or regulations, including an unacceptable practice under the Medical Assistance Program as enumerated in Title 18 NYCRR §515.2. Provider shall immediately provide each child's individual Service Coordinator and the corresponding Municipality of residency of the children served, with a Plan and Timetable for the orderly transition of Services, and a copy of any proposed notification to Parents, transporters, employees and independent contractors utilized by a provider agency who deliver EI provider services. The plan and timeline for orderly transition of services must be developed in conjunction with municipalities and in accordance with municipal procedures. Notification to parents, transporters, employees and independent contractors utilized by a Provider Agency shall be disseminated by the Provider Agency upon approval by the affected Municipalities and the Department of the proposed Plan and Timetable. Provider also understands and agrees that the Provider will supply, to the best of the Provider's ability, any outstanding child/family information necessary for the Department's Part C Annual Performance Report for services furnished, prior to terminating this agreement.

**4. Immediate Termination by the Department:**

The Department shall have the right to terminate this Agreement, in whole or with respect to any identifiable part of the Program, effective immediately in cases of imminent danger to the health and safety of Eligible Children, Parents and/or staff, or upon the filing of a petition in bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligations by the Department or Municipality to the Provider.

**5. Compliance Involving Health & Safety Issues:**

If the Department finds that the health or safety of a child, the child's parents or staff of the Agency Provider or Municipality is in imminent risk of danger or there exists any condition or practice or a continuing pattern of conditions or practices which poses imminent danger to the health or safety of such child, parents or staff of the Agency Provider or Municipality, in addition to any other remedies available to it, the Department may:

- (a) terminate this Agreement,
- (b) terminate one or more of the service models the Provider is authorized to deliver in the EIP,

- (c) terminate one or more service delivery methods/settings;
- (d) direct that the Municipality prohibit or limit the assignment of children to the Provider;
- (e) direct that the Municipality remove or cause to be removed some or all of the children the Provider currently serves;
- (f) direct that the Municipality suspend or limit or cause to be suspended or limited payment for services to the Provider.

**6. Compliance proceedings involving approval of an individual or agency:**

In accordance with 10 NYCRR § 69-4.24, the Department may, in addition to any other remedies available to it, revoke, suspend, limit this agreement and approval.

**7. Notices:**

All notices shall be sent by mail or email to the Provider listed within the electronic data system (currently NYEIS or any successor data system as required by the Department) as the Program Director or in the case of an Individual Provider, the Provider is responsible for notifying the Department of any change in contact information including mailing and email addresses. All notices of termination will contain the specific date on which the Provider must cease providing Early Intervention Services.

All notices from the Provider must be sent to the Department at the following address:

New York State Department of Health  
Bureau of Early Intervention  
Provider Approval & Due Process Unit  
ESP, Corning Tower, Room 287  
Albany, New York 12237-0660

**8. Severability:**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

## Appendix 1 - Payee Provider Agreement/Service Authorizations and Payment

*THIS Appendix IS NOT CONSIDERED TO BE FULLY EXECUTED WITHOUT AN APPROVAL DATE FROM THE New York State Department of Health. The Provider cannot receive service authorizations from a Municipality and claim for early intervention services rendered until this Appendix is fully executed by the Department. In the event this Appendix is executed subsequent to the execution of the Agreement, the effective dates for this Appendix shall be as set forth herein.*

- I. For a Provider to receive service authorizations from a Municipality for EIP services and direct payment for the services rendered from the Municipality, the Provider shall utilize the Department's electronic data system and, when indicated by the Department, establish a relationship with the Department's fiscal agent for claiming payment for service coordination, evaluations and EI Provider services. Provider shall comply with all requirements for claiming as required in applicable law and regulation, and as necessary for the fiscal agent to perform its duties, including but not limited to, the terms and conditions set forth in this Appendix.
  - a) Provider shall be responsible for monitoring the quality of the Provider's services, compliance with this Agreement, Individuals with Disabilities Education Act (IDEA), PHL, early intervention regulations and fiscal responsibilities.
  - b) Provider shall report incidents of noncompliance, fraud or abuse to appropriate payors and ensure that the appropriate State and municipal agencies are notified, as required.
  - c) Provider shall not claim or collect payment directly from the family for EI services nor require the family to pay additional costs.
  - d) Provider shall promptly notify the Department and/or its state fiscal agent and the Municipality of any duplicate or erroneous payment received from the Municipality or from any third-party payor and shall cooperate with the Department and/or its state fiscal agent and the Municipality to rectify the situation.
  - e) Provider understands that there is a specific Medicaid institutional enrollment for early intervention providers. Provider shall enroll in the Medical Assistance Program as a billing Provider for EIP services.
  - f) Provider shall certify, recertify and revalidate with Medicaid as necessary to maintain early intervention approval and maintain the Appendix 1. Agency Providers must maintain an active Medicaid status as an early intervention provider to be able to provide early intervention services.
  - g) Provider shall, for children who have coverage under an insurance policy, plan or health benefit package, including the Medicaid Assistance Program or other governmental payor, seek payment from such insurer or health plan prior to seeking payment from the Municipality, in accordance with PHL § 2559. Provider shall utilize the Department's data system and/or fiscal agent as directed by the Department in seeking payment from such insurer or health plan.
  - h) Provider shall further take the appropriate steps to secure insurer or health plan payment for services, including responding to claim denials by correcting any errors identified in claims, providing requested documentation such as that needed to support medical necessity, and the submission of Subrogation notice to each child's insurance company.
  - i) The Department and/or its fiscal agent(s) is responsible for management of all submitted Provider claims. Provider shall use uniform and consistent procedures as directed by the Department for submission of claims. Provider shall use the Department's electronic data system (or any successor data system as required by the Department) for submission of claims associated with EI children.
  - j) The Department and/or its fiscal agent(s) will assist Provider in claims submission and adjudication to third party payors, and shall manage payments owed to Provider for services not reimbursed by third party payors.
  - k) Provider shall maintain progress and session notes detailing the nature and extent of services provided and shall make them available to the Department and/or Municipality upon request for programmatic monitoring and fiscal audit purposes.

- l) Provider shall have policies and procedures in place to verify that any service authorizations issued by the Municipality are in conformity with the IFSP and to notify the service coordinator and Municipality immediately regarding any discrepancy. Provider shall further develop and implement policies and procedures to verify that services are delivered to a child in conformity with the child's IFSP.
- m) Provider shall keep an accurate record of attendance for each child for whom services are being provided such record shall be maintained in the child's record or file and may be requested at any time by the Department or Municipality.
- n) Provider shall make available and accessible to the Department and Municipality, all records and information necessary to assure the appropriateness of payments made to the Provider and to assure the Provider's compliance with all applicable statutes and regulations.
- o) Provider understands and agrees that payment will not be made for services provided by individuals who are not qualified personnel as defined in 10 NYCRR §69-4.1(ak), or for services rendered by qualified personnel who are not acting within the scope of practice authorized by his or her license, registration or certification for the provision of services authorized in a child's IFSP.
- p) Provider shall fully familiarize itself with Department's policy and guidance regarding claiming and documentation for services rendered.
- q) Agency Provider seeking to cease EIP services understands and agrees that if such Agency Provider provides services to more than fifty (50) children per year, the Agency Provider must contact the Department and/or the municipality(s) to ensure that prior to agency closure, the Agency Provider shall submit child specific information necessary for the completion of the Department's Annual Performance Report (APR).
- r) Provider shall submit all claims for early intervention services in a timely manner as required by the Department and understands that the Provider risks non-payment for late claims.
- s) Provider shall submit to the Department no less than annually in a manner and format and by the date requested by the Department, a description of the Provider's services at each site at which EI Provider services are offered. Such program description may include program models utilized at various sites, languages offered, services offered, special populations served, and other such description information. The Department shall make such program descriptions available to Service Coordinators for the purpose of assisting parents in understanding program types and options, and in selecting an evaluation site.
- t) Pursuant to PHL § 2557, when directed by the Department, Provider shall utilize the Department's fiscal agent for early intervention claims as determined by the Department. Provider shall provide such information and documentation as required by the Department and necessary for the fiscal agency to carry out its duties.
- u) Provider shall sign up for electronic funds transfer, as directed by the Department, for payment by the fiscal agent for claims not covered by third party payers.
- v) Provider shall sign up with third-party clearinghouses, at the direction of the Department, to enable the secure exchange of claim adjudication information among the fiscal agent, Provider and applicable third-party payers.

- II. **Additional Requirements: Provider shall not commence performing Services under this Agreement plus Appendix 1 unless and until all required insurance is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by the Agreement.**
- (1) Provider shall procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified herein. Unless otherwise specified by the Department and agreed to by the Provider, in writing, such insurance will be as follows:
    - i. **Commercial General Liability** insurance including contractual coverage, in an amount no less than \$1,000,000/per occurrence must be carried by the Agency Provider.
    - ii. **Commercial General Liability** insurance for Individual Providers who carry Professional Liability Insurance is not required unless the Individual Provider (1) employs others, besides themselves, and these employees have contact with children or parents, or (2) owns, rents or otherwise has control of the space where children and/or parents are provided with early intervention services by the provider.
    - iii. **Automobile Liability** insurance is required only if children who are being treated under this agreement are being transported in the subject vehicle in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage occurrence. If the Provider does not transport children, the Provider is not required to carry Automobile Insurance other than that is required by New York State Law and regulations.
    - iv. **Professional Liability** insurance in an amount not less than \$1,000,000 per incident/occurrence. It is not necessary to have municipalities or the State listed as additionally insured on an individual's professional liability policy.
    - v. In the case of Agency Providers, **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and Regulations and **Disability Benefits** insurance, if required by law. Provider shall maintain and make available upon request to the Department, the documentation required by the New York State Workers' Compensation Board of coverage or exemption from coverage pursuant to Sections 57 and 220 of the NYS Workers' Compensation Law. In accordance with Article 5-A, Section 108 of NYS General Municipal Law, this Agreement shall be void and of no effect unless the Provider shall provide, upon request and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
  - (2) To have all policies providing such coverage issued by insurance companies with an A.M. Best rating of A- or better.
  - (3) To furnish to the State certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements.
  - (4) To have, in the case of commercial liability insurance, said certificates or other evidence of insurance name the State of New York and Municipality as an additional insured.
  - (5) To have all such certificates or other evidence of insurance provide for the State of New York and Municipality to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.
  - (6) To have such certificates, policies or other evidence of insurance and notices mailed to the Department and Municipality at the address contained in this Agreement or at any such other address of which the Department and Municipality shall have given the Provider notice in writing.
- III. **Additional Requirements: Upon request of the Department, Individual Providers, Agency program director and Principals of an Agency Provider who are/will be providing direct services to EIP children shall provide the Department with all necessary information and documentation to allow for a database check from the Justice Center and the SCR, and shall upon request further submit any required fee under Section 424-a of New York State Social Services Law to perform such SCR clearance.**

*This page is intentionally left blank.*

# ONEIDA COUNTY OFFICE OF THE DISTRICT ATTORNEY

**William J. Barry III**  
**Chief Assistant District Attorney**

Joshua L. Bauer, Senior ADA  
Travis J. Yoxall, Bureau Chief  
Rebecca G. Kelleher, Bureau Chief  
Nicholas T. Fletcher, Bureau Chief  
Maria Murad Blais  
Kimberly R. Sudakow  
Sara L. Dewey  
Jennifer M. Scholl



**Todd C. Carville**  
DISTRICT ATTORNEY

**Laurie Lisi**  
**Executive Administrative Assistant**

Michael A. LaBella  
Amanda M. Tucciarone  
Rachel B. McNamara  
Andrew K. Rahme  
Kathleen A. Arcuri  
Robert Rose  
Dawn C. Lupi  
Bernard L. Hyman Jr.

March 12, 2024

FN 20 24-175

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

**PUBLIC SAFETY**  
WAYS & MEANS

Dear County Executive Picente:

The District Attorney's Office would like to request a supplemental appropriation of funds of \$756,204. The funds were unexpectedly received by the District's Attorney's Office in September 2023 under the Aid to Prosecution grant, and a plan to spend the funds was not able to be created before the end of the 2023 fiscal year.

The funds will primarily be used to purchase digital evidence storage and management software to support the investigation and prosecution of criminal cases by the District Attorney's office. Funds will also be used to purchase office equipment, furniture and other supplies that will enhance the office's prosecutorial efforts. The supplemental appropriation is supported by unbudgeted revenue from Account A1165 1165.3389-150: State Aid-Public Safety Aid to Prosecution.

I respectfully request that this matter be acted on at the next Board of Legislators meeting.

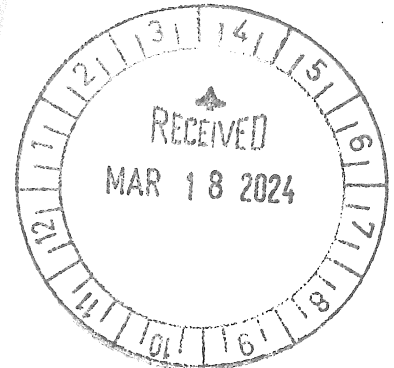
<u>Expense Account for the Supplemental Appropriation</u>	<u>Amount</u>
A 1165 1165.492-000 - Computer Software & Licenses	\$350,000
A 1165 1165.211-000 - Office Equipment	\$150,000
A 1165 1165.495-000 - Other Expenses	\$206,204
A 1165 1165.212-000 - Computer Hardware	\$50,000

<u>Supplemental Appropriation will be fully supported by:</u>	<u>Amount</u>
A1165 1165.3389-150: State Aid-Public Safety Aid to Prosecution	\$756,204

Sincerely,

Todd Carville  
Oneida County District Attorney

Cc: Budget Director  
County Attorney  
County Comptroller



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 3-18-24



ONEIDA COUNTY  
DEPARTMENT OF PROBATION

Boehlert Center at Union Station  
321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501  
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

300 West Dominick Street, Rome, New York 13440  
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Anthony J. Picente, Jr.  
County Executive

Holly Bolton  
Director

March 6, 2024

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

Re: GIVE Grant

Dear County Executive Picente:

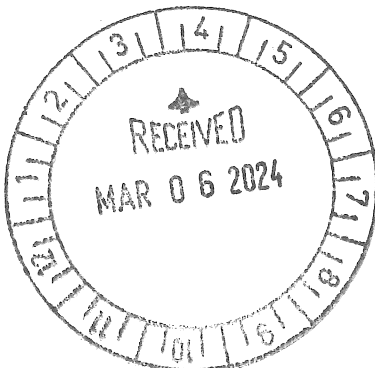
Enclosed is a proposed \$46,500.00 reimbursable “Gun Involved Violence Elimination” (GIVE) grant which the New York State Division of Criminal Justice Services has awarded our office. The grant’s term is July 1, 2023 through June 30, 2024. Matching funds are not required. These funds are allocated for Probation Officers’ overtime (\$30,000.00) and training (\$6,500.00), as well as the purchase of GPS tracking bracelets (\$10,000.00) to monitor probationers’ locations.

If the enclosed grant meets with your approval, please forward same to the Board of Legislators for its review and approval.

Thank you for your time and assistance in this matter.

Sincerely,

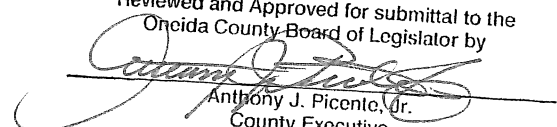
  
Holly Bolton  
Director



EN 20 24-176

**PUBLIC SAFETY**

WAYS & MEANS

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 3-6-24



Oneida Co. Department: Probation Department

Competing Proposal -  
Only Respondent -  
Sole Source RFP -  
Other - X

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name and Address of Vendor:** New York State Division of Criminal Justice Services  
80 South Swan Street  
Albany, New York 12210-8001

**Title of Activity or Service:** GIVE Initiative Grant

**Proposed Dates of Operation:** July 1, 2023 – June 30, 2024

**Client Population/Number to be Served:** Oneida County

**Summary Statements:**

1. **Narrative Description of Proposed Services:** GIVE funds will be used (i) to cover Probation Officers overtime costs while working with the Utica Police Department, (ii) for staff training, and (iii) to purchase GPS tracking bracelets to monitor probationers' locations.
2. **Program/Service Objectives and Outcomes:** GIVE funds help support the initiative to reduce violent firearm related offenses through the application of proven evidence-based practices.
3. **Program Design and Staffing:** Existing Probation Department Staff

**Total Funding Requested:** \$46,500.00                      **Account #**A3140 3140.3389-105

**Oneida County Dept. Funding Recommendation:** \$46,500.00

**Proposed Funding Sources (Federal \$/State \$/County \$):** Reimbursable State Grant

**Cost per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Departmental Staff Comments:** No matching funds are required.

<u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	<u>NYS COMPTROLLER'S NUMBER:</u> T484981 (Contract Number)  <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939	<u>TYPE OF PROGRAMS:</u> GIVE Initiative <u>DCJS NUMBERS:</u> GV23484981 <u>CFDA NUMBERS:</u>
<u>INITIAL CONTRACT PERIOD:</u> FROM 07/01/2023 TO 06/30/2024 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$46,500.00	<u>AMENDED CONTRACT PERIOD:</u> FROM TO <u>FUNDING AMOUNT FROM AMENDED PERIOD:</u>
<u>TRANSACTION TYPE:</u> New	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000 <u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. <u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u>  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has _____ has not _____ timely  filed with the Attorney General's Charities  Bureau all required periodic or annual written  reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> <u>APPENDIX A1</u> Master Grant Agreement & Program Specific Terms and Conditions <input type="checkbox"/> <u>APPENDIX A2</u> Federally Funded Grants Special Conditions <input checked="" type="checkbox"/> <u>APPENDIX B</u> Budget <input checked="" type="checkbox"/> <u>APPENDIX C</u> Payment and Reporting Schedule <input checked="" type="checkbox"/> <u>APPENDIX D</u> Program Workplan <input type="checkbox"/> <u>APPENDIX G</u> Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> <u>Other (Identify)</u>
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.	
<u>NYS Division of Criminal Justice Services</u> BY: _____, Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. <u>GRANTEE:</u> In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
<u>ATTORNEY GENERAL'S SIGNATURE</u>  Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller  Title: _____ Date: _____

**Award Contract**

**GIVE Initiative**

**Project No.**

**Grantee Name**

GV23-1064-D00

Oneida County

02/07/2024

**NEW YORK STATE**

**DIVISION OF CRIMINAL JUSTICE SERVICES**

**GRANT CONTRACT**

**APPENDIX A-1**

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable, and

**WHEREAS**, the Contractor is ready, willing, and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract,

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STATE STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law including, but not limited to,

changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars, and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Section V(C).

### C. Order of Precedence:

In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix A-2[1], Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix A-2[2], Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

*[1 - To the extent that the modifications to Appendix A-2 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Appendix A-2 shall supersede all other provisions of this Contract. See Section I(V).*

*[2 - To the extent that the terms of Appendix A-2 are required by Federal requirements and conflict with other provisions of the Contract, the Federal requirements of Appendix A-2 shall supersede all other provisions of this Contract. See Section I(V).*

**D. Funding:** Funding for the term of the Contract shall not exceed the amount specified as 'Funding Amount for Initial Period' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Program Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Appendices or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all appropriate appendices in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in this Appendix in Section .

**G. Governing Law:** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a) by certified or registered United States mail, return receipt requested,

b) by facsimile transmission,

c) by personal delivery,

d) by expedited delivery services, or

e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Appendix A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original

contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain. [3]

*[3 - As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.]*

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Contract are identified in Appendix A-2 (Federal Award Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract

that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix A-2 (Federal Award Special Conditions) hereto.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

### **B. Renewal:**

**1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

### **2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstances.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

### **C. Termination:**

#### **1. Grounds:**

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.



b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

## **2. Notice of Termination:**

a) Service of notice: Written notice of termination shall be sent by:

- (i) personal messenger service, or
- (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery, or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

### **3. Effect of Notice and Termination on State's Payment Obligations:**

- a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
  
- b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the state be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

### **4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:**

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, as its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor, or
  
- b) the return of any real property or equipment purchased under the terms of the Contract, or
  
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

## **III. PAYMENT AND REPORTING**

### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

**B. Advance Payment and Recoupment:** 1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Appendix C (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

### C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding, and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement<sup>[4]</sup>: Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement/5/: Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement/6/: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement/7/: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contract as set forth in Appendix C (Payment and Reporting Schedule).

i) Fifth Quarter Payments/8/: Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

*[4 - A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.]*

*[5 - Fee for Service is a rate established by the Contractor for a service or services rendered.]*

*[6 - Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.]*

*[7 - Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e., quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.]*

*[8 - Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.]*

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right to setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures, provided, however, that if the Contract is funded in whole or in part with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify person affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or service or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

**E. Refunds:** 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

**G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

*(i) Narrative/Qualitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Program Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

*(ii) Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported patient/client encounters, procedures performed, training sessions conducted, etc.)

*(iii) Expenditure Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

*(iv) Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Program Work Plan).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) and Appendix D (Program Work Plan) as applicable:

*(i) Progress Reports:* The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the

Contractor's progress toward attaining the specific goals enumerated in Appendix D (Program Work Plan). Progress reports shall be submitted in a format prescribed in the Contract.

*(ii) Final Progress Report:* Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Appendix C (Payment and Reporting Schedule) and Appendix D (Program Work Plan) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Program Work Plan) as applicable.

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contractor of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury, an arrest or possible criminal activity that could impact the successful completion of this project, any destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and



certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

#### **B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the state, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State Agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use of Material, Equipment, or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

**D. Property:** 1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract and at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract.

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Appendix A-2 (Federal Award Special Conditions).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### **E. Records and Audits:**

##### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements, itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State

Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed, and (ii) said records shall be sufficiently identified, (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

**3. Federal Funds:** For records and audit provisions governing Federal funds, please see Appendix A-2 (Federal Award Special Conditions).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

## **G. Publicity:**

1. Publicity includes, but is not limited to: news conferences, new releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings, and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentation or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval

of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency, and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best effort to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements, or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the

foregoing, to be performed for, or rendered or furnished to the contracting State Agency, or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation,
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein, and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants should be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1-5 of this Section IV(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract, or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State,

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended,

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. Any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. Any debts owed for UI contributions, interest, and/or penalties;

3. The history and results of any audit or investigation; and

4. Copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a) to require updates or clarifications to the Questionnaire upon written request,
- b) to inquire about information included in or required information omitted from the Questionnaire,
- c) to require the Contractor to provide such information to the State within a reasonable timeframe, and
- d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the



Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof, or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

**P. Consultant Disclosure Law:** [9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

*[9 - Not applicable to not-for-profit entities.]*

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**R. Admissibility of Reproduction of Contract:** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

## V. AGENCY SPECIFIC TERMS AND CONDITIONS

### A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services

Office of Financial Services, Grants Unit

80 S. Swan St.

Albany, NY 12210

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

### B. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

### C. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs 1. and 2., including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs 1. or 2., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

### **3. Grant Amendment Request (GAR) for Performance-Based Contracts**

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

### **D. Time and Effort Reporting**

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

### **E. Space Rental**

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

## F. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

## G. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

1. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

a) If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

b) A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

c) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

d) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services, equal provision of information to all interested parties, reasonable deadlines, sealed bids opened at one time before a committee who will certify the process, establishment of the methodology for evaluating bids before the bids are opened, and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

5. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

#### **H. Participation by Minority Group Members and Women with Respect to Grant Contracts: Requirements and Procedures (state-funded grants only)**

##### **1. General Provisions**

a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, with a value (1) in excess of \$25,000 labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment

opportunities for minority group members and women (EEO) and contracting opportunities for certified minority group members and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

## 2. Contract Goals

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which is specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where the MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

## 3. Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own

EEO Policy Statement, it should include the following or similar language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a.) through (c.) above and Paragraph (e.) of this Section 3, which provides for relevant provisions of the Human Rights Law in every subcontract, in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

#### d) Workforce Employment Utilization Report

i. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject

time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### 4. MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

b) If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 7. Liquidated Damages - MWBE Participation



a) Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and

ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are accessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

#### 8. MWBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

##### a) MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.

ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.

v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

b) EEO

i. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

ii. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.

iii. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

iv. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

v. This organization will include the provisions of sections (i) through (iv) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

## I. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the

Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

## **J. Accounting and Audits**

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.
2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.
3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.
4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
5. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
6. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements, maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles, and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

## **K. Non-Compliance**

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

## **L. Program Income**

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

## **M. Lapsing Appropriations**

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

## **N. Refunds**

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to the DCJS Office of Financial Services at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

## **O. Limit on Overtime Earnings**

If Appendix B makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

## **P. Subawards/Subcontractor**

None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

- \* Activities to be performed,
- \* Time schedule,
- \* Project policies,
- \* Other policies and procedures to be followed,
- \* Dollar limitation of the agreement,
- \* Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Program Work Plan) of the Contract, and
- \* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

#### **Q. Work Product Ownership and Distribution/DCJS Logo**

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

#### **R. Delayed Implementation**

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

#### **S. Changes at the Discretion of DCJS**

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

#### **T. Non-Supplanting**

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

#### **U. SAFETNet**

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (UNYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

#### **V. Compliance with New York State Policies and Standards**

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: [https://its.ny.gov/system/files/documents/2022/10/nys-p03-002\\_information\\_security\\_policy.pdf](https://its.ny.gov/system/files/documents/2022/10/nys-p03-002_information_security_policy.pdf).

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard

## 2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases

## 3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

[http://criminaljustice.ny.gov/stdpractices/main\\_menu.htm](http://criminaljustice.ny.gov/stdpractices/main_menu.htm)

<http://www.criminaljustice.ny.gov/stdpractices/ij/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

### W. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) services as applicable.

### X. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

### Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:  
[http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf).

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at: [http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic\\_violence\\_reporting\\_alert\\_5-08-08.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf).

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

## **Z. Publications**

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

## **AA. Sexual Harassment Prevention Policy Certification**

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP) must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing



sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcmtgmtfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

## **VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:**

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

### **Aid to Crime Labs Program**

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially affecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity to forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor that the subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

### **County Re-entry Task Force (CRTFs)**

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

### **Crimes Against Revenue Program (CARP)**

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

### **Gun Involved Violence Elimination (GIVE) Initiative**

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE guidance document.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

### **Motor Vehicle Theft and Insurance Fraud (MVTIF) Program**

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

3/23/2023. Version I.

Certified by - on

**Award Contract**

GIVE Initiative

Project No.  
GV23-1064-D00

Grantee Name  
Oneida County

02/07/2024

**APPENDIX B - Budget Summary by Participant**

Oneida County .  
Oneida County Probation Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Probation Officer Overtime	1	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00
Justification: Probation Officer OT for Probationary Details, Hot-spot Policing. tbd						
Total				\$30,000.00	\$30,000.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	GPS Bracelets	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
Justification: For top offender tracking. tbd						
Total				\$10,000.00	\$10,000.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Training and Travel	1	\$6,500.00	\$6,500.00	\$6,500.00	\$0.00
Justification: Training and travel expenses related to GIVE						
Total				\$6,500.00	\$6,500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$46,500.00	\$46,500.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$46,500.00	\$46,500.00	\$0.00

**Award Contract**

GIVE Initiative

**Project No.**

**Grantee Name**

GV23-1064-D00

Oneida County

02/07/2024

**APPENDIX C, PAYMENT AND REPORTING**

I. Special Payment and Reporting Provisions

**For All Grantees:**

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcngntfms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in Appenix D. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

Certified by - on

**Award Contract**

GIVE Initiative

Project No.

Grantee Name

GV23-1064-D00

Oneida County

02/07/2024

---

**APPENDIX D - Work Plan**

**Goal**

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides, or violent crime where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

**Objective #1**

The Oneida Co Probation will implement the agency's selected GIVE strategies, compile information on each partner's strategy implementation efforts and complete the GIVE Strategy Monitoring tool for each strategy selected by the jurisdiction. The final combined tool must be uploaded to GMS as an attachment, and a copy emailed to lesau@dcjs.ny.gov.

**Task #1 for Objective #1**

Complete and upload to GMS the Hot-Spots policing monitoring tool.

**# Performance Measure**

1 The Hot-Spots policing monitoring tool has been completed and uploaded in GMS.

**Task #2 for Objective #1**

Complete and upload to GMS the CPTED monitoring tool (if applicable).

**# Performance Measure**

1 The CPTED monitoring tool has been completed and uploaded in GMS (if applicable).

**Task #3 for Objective #1**

Complete and upload to GMS the Focused Deterrence monitoring tool (if applicable).

**# Performance Measure**

1 The Focused Deterrence monitoring tool has been completed and uploaded in GMS (if applicable).

**Task #4 for Objective #1**

Complete and upload to GMS the Street Outreach monitoring tool (if applicable).

**# Performance Measure**

1 The Street Outreach monitoring tool has been completed and uploaded in GMS (if applicable).

**Task #5 for Objective #1**

Complete and upload to GMS the Procedural Justice monitoring tool

**# Performance Measure**

1 The Procedural Justice monitoring tool has been completed and uploaded to GMS

**Task #6 for Objective #1**

Complete and upload to GMS the Implementation Assessment Tool (IAT) (New Tier II sites only).

**# Performance Measure**

1 The Implementation Assessment monitoring tool has been completed and uploaded in GMS (New Tier II sites only).

Objective #2

The Oneida Co Probation will complete the GIVE Tracker for all overtime details that use GIVE funding. The tracker shall be uploaded to GMS as an attachment and emailed to lesau@dcjs.ny.gov.

**Task #1 for Objective #2**

Complete and upload to GMS a copy of the GIVE Tracker.

**# Performance Measure**

- 1 GIVE Tracker completed and uploaded.

Objective #3

To implement the provisions of NYS Exec. Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprise Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers.

**Task #1 for Objective #3**

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

**# Performance Measure**

- 1 What percent of your established Minority and Women Business Enterprise goal have you met to date?



Award Contract

Project No.

GV23-1064-D00

Grantee Name

Oneida County

GIVE Initiative

02/07/2024

---

Additional Special Conditions



ONEIDA COUNTY  
DEPARTMENT OF PROBATION

Boehlert Center at Union Station  
321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501  
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

300 West Dominick Street, Rome, New York 13440  
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

Anthony J. Picente, Jr.  
County Executive

Holly Bolton  
Director

E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

March 11, 2024

Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 24-177

**PUBLIC SAFETY**

Re: JAG Grant (FY 2023)

**WAYS & MEANS**

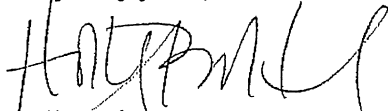
Dear County Executive Picente:

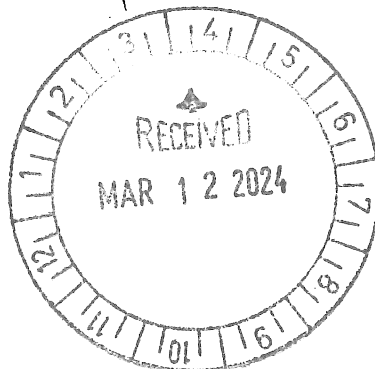
Attached is an agreement offered by the City of Utica to provide the Probation Department with a \$6,000.00 portion of the Utica Police Department's (UPD) 2023 Byrne Justice Assistance Grant (JAG) Program Award. This money will reimburse salaries and fringe benefits of probation officers who work overtime in connection with the joint UPD/Probation Department Juvenile Ride-Along Program.

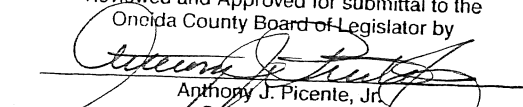
For several years, we have collaboratively participated in the Ride-Along Program supported by funds from this grant. Under this program, UPD officers and probation officers visit youth sentenced to "domicile restriction," as an alternative to costly and disruptive detention. By conducting evening home visits, we are able to meet with parents and significant others. This program is an integral strategy of our Juvenile Alternative to Detention and Juvenile Delinquency Prevention Plan. Per the agreement, the County agrees to spend the funds no later than September 30, 2026.

Assuming this agreement meets with your approval, please forward it to the Board of Legislators for its consideration. Thank you for your attention to this matter and if you have any questions, please do not hesitate to contact me.

Very truly yours,

  
Holly Bolton  
Probation Director



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 3-11-24

Oneida Co. Department: Probation

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name and Address of Vendor:** City of Utica  
1 Kennedy Plaza  
Utica, New York 13501

**Title of Activity or Service:** City of Utica Allocating a Portion of its Justice Assistance Grant (JAG) Program Award to the County

**Proposed Dates of Operation:** October 1, 2022 – September 30, 2026

**Client Population/Number to be Served:** 250 Juvenile and Adult Offenders

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Money will reimburse salaries and fringe benefits for probation officers working overtime while participating in the joint Utica Police Department (UPD) & Probation Department Juvenile Ride-Along Program.
- 2) **Objectives/Outcomes:** UPD officers and County probation officers ride together to visit and monitor juveniles enrolled in the domicile restriction program as an alternative to detention.
- 3) **Program Design and Staffing:** Domicile staff performing overtime function.

**Total Funding Requested:** \$6,000.00

**Account #** A2379 (Revenue)

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** The City of Utica is allocating a portion of its NYS JAG Grant Funds to the County.

**Cost Per Client Served:** NA

**Past Performance Data:** 95% completion of the program by juveniles placed on Domicile Restriction.

**O.C. Department Staff Comments:** This is a highly successful and cost-effective way to keep juveniles in their homes as opposed to detention. We strongly support this agreement.

**Award – 15PBJA-23-GG-03662-JAGX**

**INTERMUNICIPAL AGREEMENT**

**2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF UTICA (the "CITY"), located at 1 Kennedy Plaza, Utica, New York, 13502, through the UTICA POLICE DEPARTMENT, located at 413 Oriskany Street West, Utica, NY 13501, and the COUNTY OF ONEIDA (the "COUNTY"), located at 800 Park Avenue, Utica, NY 13501, through its PROBATION DEPARTMENT, located at 321 Main Street, Utica, NY 13501 (each individually referred to as a "Party" and collectively referred to as the "Parties").

**WHEREAS**, the CITY received an award for the BJA FY23 Edward Byrne Memorial Justice Assistance Grant ("JAG Funds") in the amount of \$33,570.00; and

**WHEREAS**, the Parties believe it to be in the best interests of both to reallocate a portion of the JAG Funds; and

**WHEREAS**, the CITY agrees to provide COUNTY \$6,000.00 from the FY23 JAG Funds; and

**WHEREAS**, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the COUNTY for its services under this Agreement;

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

1. The CITY agrees to provide COUNTY with a total of six thousand dollars (\$6,000.00) of JAG Funds.
2. COUNTY agrees to use the JAG Funds from October 1, 2022 to September 30, 2026 to assist the COUNTY in their juvenile domicile restriction program, an alternative to detention. The PROBATION DEPARTMENT, in conjunction with the UTICA POLICE DEPARTMENT, shall visit juveniles on domicile restriction after hours. Home visits and drive-bys will be conducted in UTICA POLICE DEPARTMENT cars with both UTICA POLICE DEPARTMENT Officers and PROBATION DEPARTMENT Officers. The COUNTY will use the JAG Funds towards staff overtime expenses incurred by the COUNTY.
3. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).
4. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).

5. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

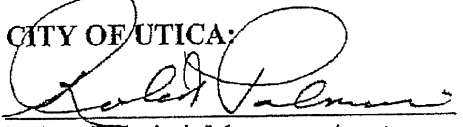
6. By entering into this Agreement, the Parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

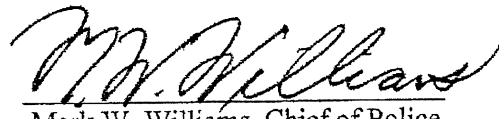
7. The CITY and the COUNTY are independent contractors, and the employees of each shall not be considered to be an employee of the other for any purposes including, but not limited to, claims for unemployment insurance, workers' compensation retirement, or health benefits. The Parties agree that in accordance with their status as, nor claim to be, officers or employees of the other and will not make any claim, demand, or application to or for any right or privilege applicable to such Party. Both Parties agree to comply with all Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

8. The terms of this Agreement constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement b their duly authorized representative as of the date first written above.

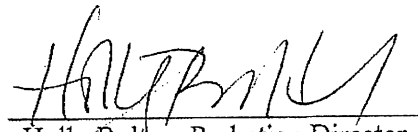
CITY OF UTICA:

  
Robert Palmieri, Mayor 10/12/2023

  
Mark W. Williams, Chief of Police

COUNTY OF ONEIDA:

\_\_\_\_\_  
Anthony J. Picente, Jr., County Executive

  
Holly Bolton, Probation Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney



Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Mark Kinderman  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

March 18, 2024

FN 20 24-178

The Honorable Anthony J. Picente  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York, 13501

**PUBLIC SAFETY**  
WAYS & MEANS


Re: Black Creek 2024 Service Plan (Touchscreen Security Control System)

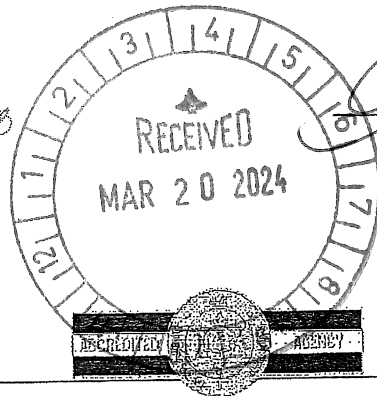
Dear County Executive Picente:

Enclosed please find a proposed service agreement with Black Creek Integrated Systems Corp. for a "Level 2 Service Plan" covering Black Creek's Touchscreen Security Control System, which is utilized within the Correctional Facility. In essence, the Touchscreen system electronically controls entrances and exits at the Correctional Facility, while the proposed service plan will provide, for example, remote diagnostics, unlimited telephone support, quarterly site visits by trained Black Creek service technicians, and related system assessment reports. The term of this agreement is January 1, 2024 through December 31, 2024, at a total cost of \$55,350.83.

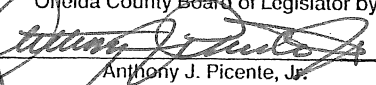
If you find the contract acceptable, please forward to the Board of Legislators for further approval. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

  
Robert M. Maciol  
Oneida County Sheriff



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 3-20-24

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other     X    

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name & Address of Vendor:** Black Creek Integrated Systems Corp.  
PO Box 101747  
2900 Crestwood Blvd  
Irondale, AL 35210

**Title of Activity or Service:** 2024 Service Plan – Correctional Facility's Touchscreen Security Control System

**Proposed Dates of Operation:** January 1, 2024 to December 31, 2024

**Client Population/Number to be Served:** Correctional Facility

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** With respect to the Correctional Facility's Touchscreen Security Control System, this proposed service plan will provide, for example, remote diagnostics, unlimited telephone support, quarterly site visits by trained Back Creek service technicians, and related system assessment reports.
- 2) **Program/Service Objectives and Outcomes:** Ensure the Security Control System is in proper working order.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$55,350.83

**Account #**A3110-3151.493-000

**Oneida County Dept. Funding Recommendation:** \$55,350.83

**Proposed Funding Sources (Federal \$/State \$/County \$):** County

**Cost Per Client Served:** N/A

**Past Performance Data:** Good

**Oneida County Department Comments:** Black Creek has previously been designated (3/23) as a sole source for purposes of this procurement.

## Black Creek Level 2 Service Plan Agreement for 2024

**THIS AGREEMENT** is made by and between BLACK CREEK INTEGRATED SYSTEMS CORP., an Alabama corporation with offices at 2900 Crestwood Blvd., Irondale, AL 35210 (“Black Creek”), and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501, by and through the ONEIDA COUNTY SHERIFF’S OFFICE, located at 6065 Judd Road, Oriskany, New York 13424 (collectively, “the County”).

**WHEREAS**, Black Creek has submitted to the County a quotation for a 12-month “Level 2 Service Plan” (“Service Plan”) for Black Creek’s proprietary “Touchscreen Security Control System” (“Touchscreen System”), which is utilized by the County at its Correctional Facility; and

**WHEREAS**, Black Creek and the County desire to enter an agreement pursuant to which Black Creek provides the County with the Service Plan for the County’s Touchscreen System during the period of January 1, 2024 to December 31, 2024.

**NOW THEREFORE**, in consideration of the mutual of the mutual covenants contained herein, the parties agree as follows:

- 1. Composition of Agreement:** Exhibit A (“Service Plan”) and Exhibit B (“Oneida County Standard Condition of Contract”) are attached hereto and incorporated by reference, and form part of this Agreement.
- 2. Provision of Services and Term:** Black Creek shall provide the County with the Service Plan (Exhibit A) for the County’s Touchscreen System during the period of January 1, 2024 to December 31, 2024.
- 3. Compensation:** In exchange for the services provided, the County shall pay Black Creek \$55,350.83.

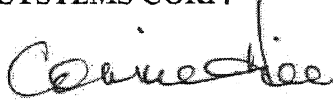
*The rest of this page is intentionally left blank.*



IN WITNESS WHEREOF, the parties have set their hands as of the day and year written below, acting through their authorized representatives.

**BLACK CREEK INTEGRATED  
SYSTEMS CORP.**

**COUNTY OF ONEIDA**



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Connie Hill  
Typed or Printed Name

Anthony J. Picente, Jr.  
Typed or Printed Name

Vice President  
Title

County Executive  
Title

3.18.24  
Date

\_\_\_\_\_  
Date

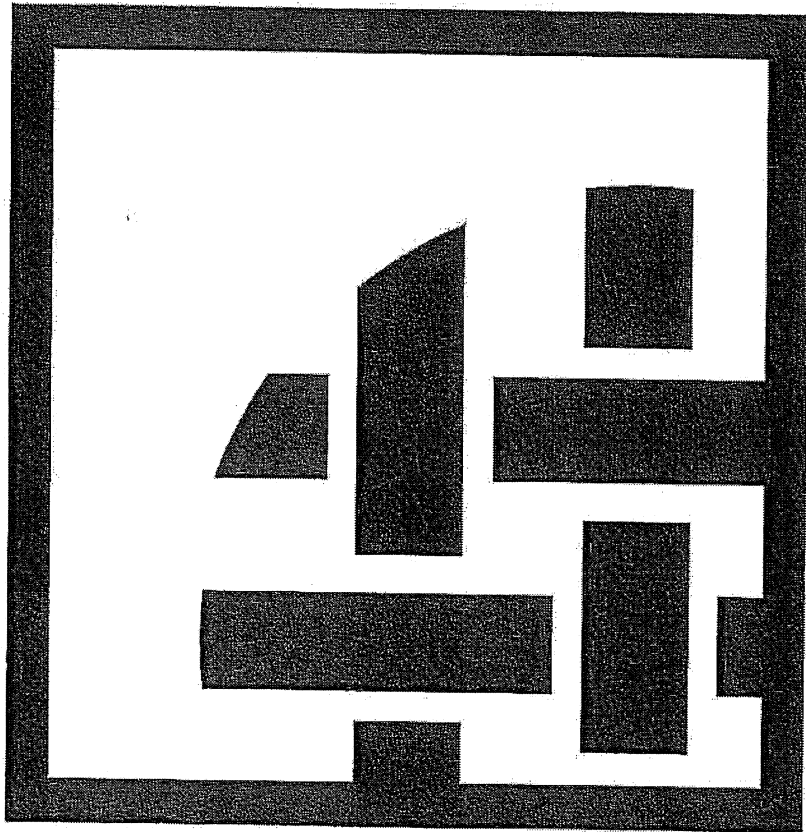
Approved by:

\_\_\_\_\_  
Christopher J. Kalil  
Assistant County Attorney

Exhibit "A"

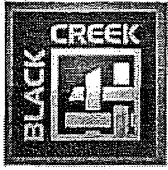
# CREEK

# BLACK



## SERVICE PLAN DESCRIPTIONS

Black Creek Integrated Systems Corporation  
2900 Crestwood Blvd, P.O. Box 101747 Irondale, AL 35210 Ph. (205)949-9900 Fax (205)949-9910



**BLACK CREEK INTEGRATED SYSTEMS CORP.  
LEVEL TWO SERVICE PLAN  
EFFECTIVE 7/1/22**

Page 1 of 2

**A. Purpose of the Plan**

The Black Creek Level Two Service Plan (L2SP) is a non-emergency service offering for Black Creek's customers with limited in-house technical support and who desire a minimum level of preventive and remedial on-site maintenance by the system supplier. The Plan incorporates customer participation in order to limit costs. The Level Two Service Plan is a labor-only plan.

**B. Plan Features**

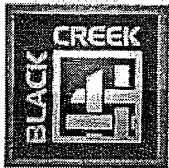
1. **Unlimited, Non-Emergency Telephone Support** - Black Creek will provide unlimited telephone support including on-line system diagnostics and maintenance between normal business hours<sup>1</sup> for a period of 12 months.
2. **Parts Depot Service** - Black Creek will provide single source parts ordering for all system components originally furnished by BCIS with no minimum order restrictions.
3. **Discount On Parts** - Level Two Service Plan participants will receive a 15% discount from Black Creek's standard pricing levels on all parts purchases.
4. **Discount On Labor** - Level Two Service Plan participants will receive a 15% discount from Black Creek's On Call Account labor rates for remote and on site technical support services.
5. **Document Maintenance Surcharge Waiver** - The per call surcharge assessed to on call customers related to the maintenance of as-built system documentation, computer and PLC programs and O&M manuals on-line and in current condition is waived for plan participants.
6. **Quarterly Site Visits** - A trained service technician in the full-time employ of Black Creek will make four site visits on a quarterly basis over a period of 12 months in order to: a.) perform recommended preventive maintenance tasks, b.) review and assess security system condition and operation, and c.) perform system repairs coordinated and scheduled for disposition prior to the site visit. Visits will be scheduled during normal working hours on dates mutually agreeable to the customer and Black Creek.
7. **System Assessment Report** - At the conclusion of each site visit, a written report shall be issued to the customer reflecting a list of the tasks performed and results of the system condition assessment. Where identifiable, incipient device failures will be reported along with a recommended course of action for equipment repair or replacement. The customer shall then decide to authorize the repair and the timing for repair. The customer shall have the option to authorize additional on-site hours or site visits or to defer the service until the next quarterly site visit.
8. **Annual Renewal** - A Level Two Service Plan may be renewed up to ninety days after the prior year's plan expiration date at pricing levels in effect at the date of renewal without the necessity of an on-site system assessment inspection.

**C. Customer Responsibilities**

1. **Broadband Internet Connection** - The customer shall install and maintain a broadband Internet connection to be used for remote on-line touchscreen control system diagnostics. The Internet connection will be installed adjacent to the Remote Access/Utility computer, and must be assigned a real-world static IP address. The Internet connection can be made via cable modem, DSL, or through the County Network, providing the previous listed requirements are met.
2. **Customer-Designated Service Contact** - The customer shall designate a single individual as the primary service contact. This individual shall be responsible for the resolution of security system problems and be familiar with current and previous service needs and status. This person shall serve as liaison to Black Creek for service-related matters. All other customer personnel shall route service needs to this designated individual.
3. **Site visit coordination** - At least two weeks prior to quarterly site visits, Black Creek personnel will contact the designated service contact to review current needs. The site visit will then be arranged in accordance with customer needs and parts availability. In order to assure parts availability, the customer should notify BCIS immediately when a service need becomes known.

*Non-emergency repair tasks in excess of normal preventive maintenance work must be coordinated in advance so as to assure the availability of necessary materials and to allow system diagnostics to be performed in advance. Repair tasks that were not properly coordinated prior to the site visit that cannot be dealt with in an expeditious manner during the current visit shall be, at the customer's option: 1) deferred to the next quarterly site visit, or 2) serviced by the purchase of additional site visits or on-site hours.*

Black Creek Integrated Systems Corporation  
2900 Crestwood Blvd, P.O. Box 101747 Irondale, AL 35210 Ph. (205)949-9900



**BLACK CREEK INTEGRATED SYSTEMS CORP.  
LEVEL TWO SERVICE PLAN  
EFFECTIVE 7/1/22**

Page 2 of 2

4. **High Ceiling/Pole Access** - The customer shall be responsible for furnishing technician access and lifting means where required to all ceiling or pole-mounted devices. Access shall be through the use of OSHA-approved ladders, scaffolds, and/or mechanical lifting devices suitable for the intended service.

**D. Extended Services**

The services listed in this section *are not* provided as part of the Level Two Service Plan but may be purchased by Plan participants.

1. **Parts Replacement or Repair** - Repair or replacement of failed parts shall be billed at Black Creek's standard pricing levels less a 15% discount.

2. **Emergency Telephone Support** - Telephone support outside of normal business hours<sup>1</sup> and during weekends and holidays<sup>1</sup> shall be billed at the rates indicated in the attached Extended Services Rate Sheet.

3. **Emergency Repair Service** - Telephone support outside of normal business hours<sup>1</sup> and during weekends and holidays<sup>1</sup> shall be billed at the rates indicated in the attached Extended Services Rate Sheet.

4. **Catastrophic Damage Repair** - Charges for system repairs related to catastrophic acts such as fire, lightning, water damage, abuse or acts of God shall be billed at the rates indicated in the attached Extended Services Rate Sheet.

5. **Additional Site Visits** - Site visits in excess of the four quarterly site visits shall be billed at the rates indicated in the attached Extended Services Rate Sheet.

6. **Additional On-Site Hours** - Additional on-site hours in excess of those required to satisfy the requirements of the four quarterly site visits shall be billed at the rates indicated in the attached Extended Services Rate Sheet.

7. **Out Of Warranty System Assessment At Plan Inception** - Customers who desire to participate in a Level Two Service Plan program whose systems have been out of the initial construction warranty, or not covered under a Black Creek Level Two (or higher) Service Plan for more than thirty days, must have their system inspected and assessed by BCIS and all listed repairs completed prior to plan inception. Rates for labor and materials required for this initial inspection and related repairs shall be at Level Two Service Plan pricing levels as indicated in the attached Extended Services Rate Sheet.

**E. Billing**

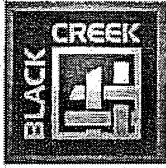
Billing for the base service plan contract shall be on a lump sum basis. Billing shall be rendered upon receipt of the customer's purchase order for those services and shall be payable upon receipt of invoice. Billing for parts and extended services shall be rendered upon shipment of parts or completion of services and shall be payable upon receipt of invoice.

**F. Warranty**

Parts and labor provided under this plan and under extended services are warranted for a period of 90 days. Damage to systems or components due to abuse, negligence or acts of God are excluded from the warranty provisions.

<sup>1</sup>See Extended Services Rate Sheet for descriptions of Normal, Out of Coverage, and Holiday hours.

Black Creek Integrated Systems Corporation  
2900 Crestwood Blvd, P.O. Box 101747 Irondale, AL 35210 Ph. (205)949-9900



**BLACK CREEK INTEGRATED SYSTEMS CORP.  
EXTENDED SERVICES RATE SHEET  
EFFECTIVE 7/1/22**

	Standard Rate	Level 1 Accounts	Level 2 Accounts	Level 3 - 5 Accounts
<b>Telephone Support Hourly Rates (During Normal Business Hours<sup>1</sup>)</b>				
Technical Support Specialist	\$217.00	\$185.00	\$185.00	\$185.00
Software Developer	\$253.00	\$215.00	\$215.00	\$215.00
Engineer	\$253.00	\$215.00	\$215.00	\$215.00
Electronics Technician	\$194.00	\$165.00	\$165.00	\$165.00
Documents Maintenance Surcharge	\$300.00/Call	Waived	Waived	Waived
<b>Parts Sales</b>				
Parts Discount	- 0 -	15%	15%	15%
Minimum Parts Order	\$100.00	- 0 -	- 0 -	- 0 -
Handling Charge	\$50.00/ Shipment	\$30.00/ Shipment	\$30.00/shipment	\$30.00/shipment
Shipping Charge	At Cost	At Cost	At Cost	At Cost
<b>On-Site Service Support Hourly Labor Rates (During Normal Business Hours<sup>1</sup>)</b>				
<b>(Rates are portal to portal)</b>				
Software Developer	\$333.00	\$284.00	\$284.00	\$284.00
Engineer	\$333.00	\$284.00	\$284.00	\$284.00
Electronics Technician	\$239.00	\$203.00	\$203.00	\$203.00
<b>On-Site Service Support Travel Rates</b>				
Technician Travel (Round Trip)	\$97.00/Hr.	\$83.00/Hr.	\$83.00/Hr.	\$83.00/Hr.
Service Truck (Round Trip)	\$2.25/mi.	\$2.00/mi.	\$2.00/mi.	\$2.00/mi.
Air Fare	At Cost	At Cost	At Cost	At Cost
Car Rental	At Cost	At Cost	At Cost	At Cost
Hotel	At Cost	At Cost	At Cost	At Cost
Per Diem	\$60.00/Day	\$50.00/Day	\$50.00/Day	\$50.00/Day
<b>Upcharge Options</b>				
Out Of Coverage Hours <sup>2</sup>	1.5 Times Standard Rate	1.5 Times Contract Rate	1.5 Times Contract Rate	1.5 Times Contract Rate
Sundays/Holidays <sup>3</sup>	2 Times Standard Rate	2 Times Contract Rate	2 Times Contract Rate	2 Times Contract Rate

<sup>1</sup> Normal Business Hours are defined as 7:30 A.M. - 5:30 P.M. Central Time, Monday – Friday.

<sup>2</sup> Out Of Coverage hours are defined as any hours outside of normal business hours and/or any hours in excess of eight (8) hours onsite per day.

<sup>3</sup> Sundays and Holidays are defined as any Sunday and national holidays, or any holidays observed by the facility being serviced.

Black Creek Integrated Systems Corporation  
P.O. Box 101747 Irondale, AL 35210 Ph. (205)949-9900

© 2022 Black Creek Integrated Systems Corp.  
Subject To Change Without Notice.

ESRS (Rev 7-1-22).docx

# Exhibit "B"

## ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

### 1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

### 2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

### 3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;



- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

##### 5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.



13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida; and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

## 20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Mark Kinderman  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

March 18, 2024

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 24-179

**PUBLIC SAFETY**

**WAYS & MEANS**

Re: Black Creek 2024 Service Plan (Correctional Facility SallyPort)

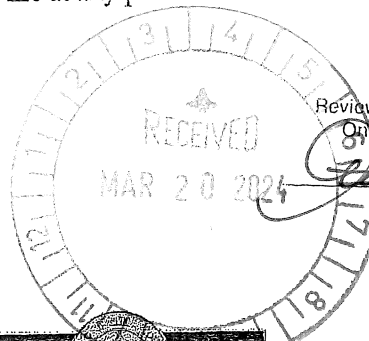
Dear County Executive Picente:

Enclosed please find a proposed agreement with Black Creek Integrated Systems Corp. for service and support of our "SallyPort Management System," which involves the secured/controlled entryway to the Correctional Facility. The Management System, which was designed by Black Creek and uses its proprietary software (for shift logs, digital imaging, driver license scanner and other interfaces) is critical to daily operations at the Correctional Facility. Per the agreement, Black Creek will provide, among other services, necessary software updates, 15 user licenses, and unlimited remote support. The term of this agreement is January 1, 2024 through December 31, 2024, at a total cost of \$62,250.00.

If you find the contract acceptable, please forward to the Board of Legislators for further approval. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Oneida County Sheriff



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 3-20-24



**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

**Oneida County Department: Sheriff's Office**

**Competing Proposal:** \_\_\_\_\_  
**Only Respondent:** \_\_\_\_\_  
**Sole Source RFP:** \_\_\_\_\_ X \_\_\_\_\_  
**Other:** \_\_\_\_\_

**ONEIDA COUNTY  
BOARD OF LEGISLATORS**

**Name and Address of Vendor:** Black Creek Integrated Systems Corp.  
PO Box 101747  
2900 Crestwood Blvd  
Irondale, AL 35210

**Title of Activity or Service:** 2024 Service/Support Plan – SallyPort Management System

**Proposed Dates of Operation:** January 1, 2024 – December 31, 2024

**Client Population/Number to be Served:** Correctional Facility

**Summary Statements**

**1) Narrative Description of Proposed Services:** As to the Correctional Facility's SallyPort Management System, which was designed by and incorporates Black Creek's proprietary software, Black Creek will provide remote software support, necessary software updates, unlimited telephone assistance, 15 user licenses, and related items.

**2) Program/Service Objectives and Outcomes:** Ensure that our SallyPort Management System is in proper working order.

**3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$62,250.00

**Account #**A3110-3151.493-000

**Oneida County Dept. Funding Recommendation:** \$62,250.00

**Proposed Funding Sources (Federal \$/State \$/County \$):** County

**Cost Per Client Served:** N/A

**Past Performance Data:** Good

**Oneida County Department Comments:** Black Creek has previously been designated (1/23) as a sole source for purposes of this procurement.

## **Black Creek SallyPort Inmate Management System Service Plan Agreement for 2024**

**THIS AGREEMENT** is made by and between BLACK CREEK INTEGRATED SYSTEMS CORP., an Alabama corporation with offices at 2900 Crestwood Blvd., Irondale, AL 35210 (“Black Creek”), and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501, by and through the ONEIDA COUNTY SHERIFF’S OFFICE, located at 6065 Judd Road, Oriskany, New York 13424 (collectively, “the County”).

**WHEREAS**, Black Creek has submitted to the County a quotation for a 12-month “SallyPort NY Unlimited Support Plan” (“Service Plan”) concerning Black Creek’s “SallyPort Inmate Management System” (“SallyPort System”), which is utilized by the County at its Correctional Facility; and

**WHEREAS**, Black Creek and the County desire to enter an agreement pursuant to which Black Creek provides the County with the Service Plan for the County’s SallyPort System during the period of January 1, 2024 to December 31, 2024.

**NOW THEREFORE**, in consideration of the mutual of the mutual covenants contained herein, the parties agree as follows:

1. **Composition of Agreement:** Exhibit A (“Service Plan”) and Exhibit B (“Oneida County Standard Conditions of Contract”) are attached hereto and incorporated by reference, and form part of this Agreement.

2. **Provision of Services and Term:** Black Creek shall provide the County with the Service Plan (Exhibit A) for the County’s SallyPort System during the period of January 1, 2024 to December 31, 2024.

3. **Compensation:** In exchange for the services provided, the County shall pay Black Creek \$62,250.00.

*The rest of this page is intentionally left blank.*

IN WITNESS WHEREOF, the parties have set their hands as of the day and year written below, acting through their authorized representatives.

**BLACK CREEK INTEGRATED  
SYSTEMS CORP.**

**COUNTY OF ONEIDA**

  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Connie Hill  
Typed or Printed Name

Anthony J. Picente, Jr.  
Typed or Printed Name

Vice President  
Title

County Executive  
Title

3.18.14  
Date

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Christopher J. Kalil  
Assistant County Attorney





# Exhibit "A"

**BLACK CREEK INTEGRATED SYSTEMS CORP.  
SALLY•PORT® SUPPORT PLAN  
EFFECTIVE 7/1/22**

Page 1 of 1

## **SALLY•PORT® UNLIMITED SUPPORT PLAN**

Black Creek's *Sally•Port*® Unlimited Support Plan is an enhanced plan with no limits on the amount of telephone contact time with Black Creek technical support personnel. It was designed for agencies who depend on a quick response time when faced with questions concerning their software and its operation and who wish to budget a single annual amount for that support. This comprehensive plan includes the following features:

- Unlimited hours of telephone assistance from persons skilled in the use and support of *Sally•Port*® during normal business hours<sup>1</sup>.
- One hour response time to inquiries - Black Creek will make every attempt to contact you within one business day hour of receipt of an inquiry.
- Software updates - Black Creek will provide updates to the software as they are issued during the life of the Plan.
- E-mail notification of software notices and updates.
- Remote software support - A Black Creek Technical Support Representative will "log on" to your system from Black Creek's facility in Moody, Alabama to assist in problem resolution.
- Discount on additional software training, support and services - Plan customers will be extended Level 1 Account pricing as reflected in the current version of Black Creek's Extended Services Rate Sheet during the life of the Plan.
- Membership in *Sally•Port*® Users' Group.

Plan terms are effective for the period January 1<sup>st</sup> to December 31<sup>st</sup>.

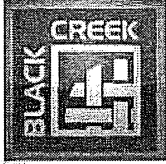
Black Creek's *Sally•Port*® Unlimited Support Plan, in addition to providing user support, also protects the Owner's investment in the software by guarding against obsolescence, thereby maintaining its value.

<sup>1</sup>See Extended Services Rate Sheet for descriptions of Normal, Out of Coverage, and Holiday hours.

**Black Creek Integrated Systems Corporation**  
2900 Crestwood Blvd, P.O. Box 101747 Irondale, AL 35210 Ph. (205)949-9900

© 2022 Black Creek Integrated Systems Corp.  
Subject To Change Without Notice

SALLYPORT UNLIMITED SUPPORT PLAN (REV. 7-1-22).DOCX



**BLACK CREEK INTEGRATED SYSTEMS CORP.  
EXTENDED SERVICES RATE SHEET  
EFFECTIVE 7/1/22**

	Standard Rate	Level 1 Accounts	Level 2 Accounts	Level 3 - 5 Accounts
<b>Telephone Support Hourly Rates (During Normal Business Hours<sup>1</sup>)</b>				
Technical Support Specialist	\$217.00	\$185.00	\$185.00	\$185.00
Software Developer	\$253.00	\$215.00	\$215.00	\$215.00
Engineer	\$253.00	\$215.00	\$215.00	\$215.00
Electronics Technician	\$194.00	\$165.00	\$165.00	\$165.00
Documents Maintenance Surcharge	\$300.00/Call	Waived	Waived	Waived
<b>Parts Sales</b>				
Parts Discount	- 0 -	15%	15%	15%
Minimum Parts Order	\$100.00	- 0 -	- 0 -	- 0 -
Handling Charge	\$50.00/ Shipment	\$30.00/ Shipment	\$30.00/shipment	\$30.00/shipment
Shipping Charge	At Cost	At Cost	At Cost	At Cost
<b>On-Site Service Support Hourly Labor Rates (During Normal Business Hours<sup>1</sup>)</b>				
<b>(Rates are portal to portal)</b>				
Software Developer	\$333.00	\$284.00	\$284.00	\$284.00
Engineer	\$333.00	\$284.00	\$284.00	\$284.00
Electronics Technician	\$239.00	\$203.00	\$203.00	\$203.00
<b>On-Site Service Support Travel Rates</b>				
Technician Travel (Round Trip)	\$97.00/Hr.	\$83.00/Hr.	\$83.00/Hr.	\$83.00/Hr.
Service Truck (Round Trip)	\$2.25/mi.	\$2.00/mi.	\$2.00/mi.	\$2.00/mi.
Air Fare	At Cost	At Cost	At Cost	At Cost
Car Rental	At Cost	At Cost	At Cost	At Cost
Hotel	At Cost	At Cost	At Cost	At Cost
Per Diem	\$60.00/Day	\$50.00/Day	\$50.00/Day	\$50.00/Day
<b>Upcharge Options</b>				
Out Of Coverage Hours <sup>2</sup>	1.5 Times Standard Rate	1.5 Times Contract Rate	1.5 Times Contract Rate	1.5 Times Contract Rate
Sundays/Holidays <sup>3</sup>	2 Times Standard Rate	2 Times Contract Rate	2 Times Contract Rate	2 Times Contract Rate

<sup>1</sup> Normal Business Hours are defined as 7:30 A.M. - 5:30 P.M. Central Time, Monday – Friday.

<sup>2</sup> Out Of Coverage hours are defined as any hours outside of normal business hours and/or any hours in excess of eight (8) hours onsite per day.

<sup>3</sup> Sundays and Holidays are defined as any Sunday and national holidays, or any holidays observed by the facility being serviced.

Black Creek Integrated Systems Corporation  
P.O. Box 101747 Irondale, AL 35210 Ph. (205)949-9900

## Black Creek Integrated Systems

P. O. Box 101747  
 Irondale, AL 35210  
 Phone: (205) 949-9900  
 Fax: (205) 949-9910

# Invoice

Number: SP05013.26  
 Date: 12/1/2023

**Bill To:** Oneida County

6065 Judd Road

Oriskany NY 13424

PO Number	Terms	Customer No	Project Name
	Net 30 Days	ONE435	Oneida SP Annual Support

Date	Description	Quantity	Unit Price	Amount
	Support Plan for SallyPort for period 01/01/24-12/31/24			
	SallyPort Software	1.00	11,640.00	11,640.00
	(15) SallyPort User Licenses	1.00	17,475.00	17,475.00
	Vine NY Interface	1.00	990.00	990.00
	Live Scan Interface	1.00	4,340.00	4,340.00
	Commissary Booking Interface	1.00	2,890.00	2,890.00
	Telephone PIN Interface	1.00	1,110.00	1,110.00
	SallyPort Touchscreen Integration	1.00	2,745.00	2,745.00
	Driver License Scanner Interface	1.00	990.00	990.00
	Watchtour Manager Plug In for SallyPort	1.00	1,835.00	1,835.00
	(22) WT Mgr Mobile Client Access License	1.00	7,920.00	7,920.00
	eMAR Module	1.00	5,415.00	5,415.00
	WellPath EMR Medical Records Interface (one way)	1.00	4,900.00	4,900.00

<b>Subtotal:</b>	62,250.00
<b>Less Retainage:</b>	0.00
<b>Total Amount Due:</b>	<b>62,250.00 USD</b>

# Exhibit "B"

## ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the



Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services



(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida; and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

## 20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Mark Kinderman

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara



*Sheriff Robert M. Maciol*

February 28, 2024

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

FN 20 24-180

**PUBLIC SAFETY**

WAYS & MEANS

Dear County Executive Picente,

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2023, there was a profit of \$328,425.97. The profit, offset by the 2024 Budget amount of \$302,633 results in a 2024 Supplemental Appropriation of \$25,792.97. The supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission.

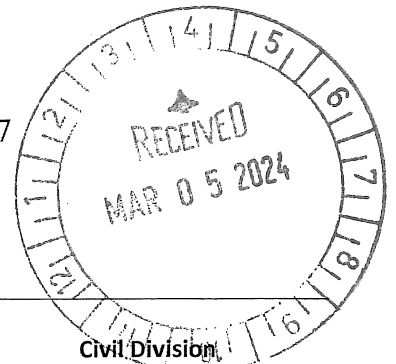
I respectfully request that this matter be acted on at the next Board of Legislators meeting.

The 2024 Supplemental Appropriation request is as follows:

A3152.212-000 Computer Hardware.....	\$10,000.00
A3152.290-110 Recreational Equipment.....	\$ 7,000.00
A3152.491-000 Other Materials & Supplies.....	\$10,792.97

This appropriation will be supported by revenue in :

A3152.1525-105 Prisoner Charges Commissary.....	\$25,792.97
---	-------------



**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Mark Kinderman

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Robert M. Maciol,  
Oneida County Sheriff

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

A handwritten signature in black ink, appearing to read 'Anthony J. Picente, Jr.', written in a cursive style.

Anthony J. Picente, Jr.  
County Executive

Date 2-29-24

**Administrative Office**

6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**

6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**

6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**

200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Jonathan G. Owens

Chief Deputy Derrick O'Meara  
Chief Deputy Mark Kinderman

*Sheriff Robert M. Maciol*

February 28, 2024

FN 20 24-188

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office would like to request a 2024 supplemental appropriation for the use of forfeiture funds. Revenue is received when assets are acquired as part of a law enforcement seizure. Forfeiture funds are placed in restrictive accounts with sufficient funds available in these accounts. Within the limitations set for the use of this funding, I am requesting the supplemental appropriation to purchase two K-9's.

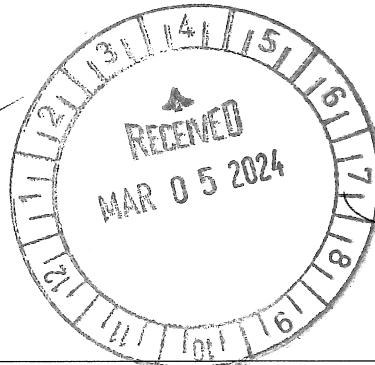
I respectfully request a 2024 budget transfer be acted on at the next Board of Legislator's meeting.

<u>Transfer from Account</u>		<u>Amount</u>
A3120.2625-115	Forfeitures of Crime Proceeds Federal	\$18,000
<u>Transfer to Accounts</u>		<u>Amount</u>
A3120.290-000	Other Equipment	\$18,000

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,  
Oneida County Sheriff



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 2-29-24

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Derrick O'Meara  
Chief Deputy Mark Kinderman

*Sheriff Robert M. Maciol*

FN 20 2-1-182

March 1, 2023

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

**PUBLIC SAFETY**

Dear County Executive Picente:

**WAYS & MEANS**

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program (SCAAP). The County has a contract with Justice Benefits, Inc. to prepare the application for inmates meeting certain criteria that must be retrieved from our inmate database and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for a specific purpose.

The grant award is \$30,818. Justice Services Inc. is entitled to a commission of \$6,779.96 The remaining grant funds of \$24,038 will be expensed and a supplemental appropriation will be submitted at a later date. There will be no cost to the County.

I respectfully request that this matter be acted on at the net Board of Legislator's meeting.

The **2024** Supplemental Appropriation request is as follows:

**Increase:** 3110 3110.195-000 Fees/Service \$ 6,779.96

This supplemental appropriation will be fully supported by revenue currently held in:

**Increase:** 3110 3110.4389-140 Federal Aid-Alien Assistance \$ 6,779.96

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Derrick O'Meara  
Chief Deputy Mark Kinderman

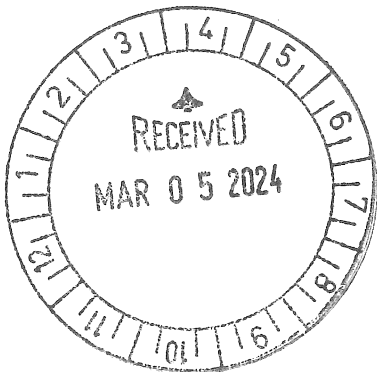
*Sheriff Robert M. Maciol*

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,  
Oneida County Sheriff

Cc: Tom Keeler, Budget Director  
Mark Kinderman, Chief Deputy  
Sheryl Brown, Deputy Comptroller



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 3-5-24

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD T. STEVENS  
Director

120 Base Road • Oriskany, New York 13424  
Phone: (315) 765-2526 • Fax: (315) 765-2529

FN 20 24-183

March 6, 2024

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

**PUBLIC SAFETY**

**WAYS & MEANS**

Re: NYS Homeland Security and Emergency Services Grant

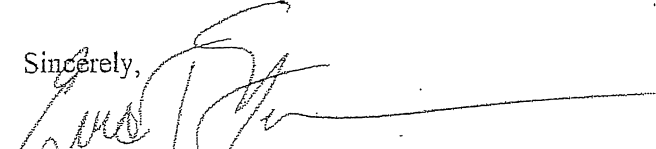
Dear County Executive Picente:

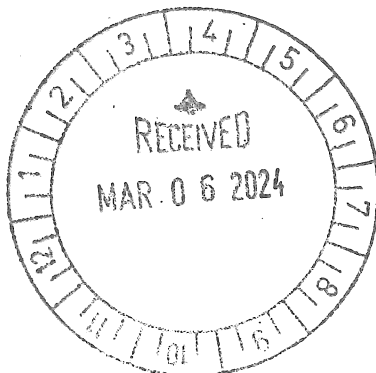
Enclosed is a reimbursable \$205,204.00 grant from the New York State Department of Homeland Security and Emergency Services through its Homeland Security Public Safety Answering Points (PSAP) Operations Grant program. This grant will be used to fund four dispatcher positions within our Department. Matching funds are not required. The term of this grant is January 1, 2023 to December 31, 2024.

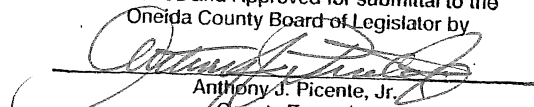
Assuming this grant meets with your approval, please forward it to the Board of Legislators for its review and approval.

If you have any questions, please advise me. Thank you for your assistance.

Sincerely,

  
Edward T. Stevens  
Director



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 3-6-24



Oneida Co. Department: Emergency Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**Oneida County Board of Legislators**  
**Contract Summary**

**Name & Address of Vendor:** New York State Division of Homeland Security and  
Emergency Services  
1220 Washington Avenue  
Building 7A, Suite 710  
Albany, New York 12242

**Title of Activity or Service:** Reimbursable Homeland Security PSAP Grant FY2023

**Proposed Dates of Operation:** 1/1/2023 – 12/31/2024

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** This reimbursable grant provides funding for four public safety call-answering staff members/dispatchers, at \$51,301.00 each.
- 2) **Program/Service Objectives and Outcomes:** Enhance public safety and emergency preparedness, while supporting statewide interoperable communications.
- 3) **Program Design and Staffing:** State funding for four dispatchers.

**Total Funding Requested:** \$205,204.00

**Account #**A3020 3020.3389-140

**Oneida County Dept. Funding Recommendation:** \$205,204.00

**Proposed Funding Sources (Federal \$/State \$/County \$):** State Grant

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

<u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<u>NYS COMPTROLLER'S NUMBER:</u> C197508 (Contract Number)  <u>ORIGINATING AGENCY CODE:</u> 01077
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> PS2023 <u>CFDA NUMBER:</u> <u>DHSES NUMBERS:</u> WM23197508
<u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000 <u>SFS VENDER NO:</u> 1000002595 <u>DUN &amp; BRADSTREET NO:</u> 075814186	<u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2023 TO 12/31/2024 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$205,204.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable)
<u>CHARITIES REGISTRATION NUMBER:</u>  <div style="border: 1px solid black; padding: 2px; width: fit-content;">n/a</div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption.  <u>n/a</u>  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has _____ has not _____ timely  filed with the Attorney General's Charities  Bureau all required periodic or annual written  reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts <u>X</u> APPENDIX A1 Agency-specific Clauses <u>X</u> APPENDIX B Budget <u>X</u> APPENDIX C Payment and Reporting Schedule <u>X</u> APPENDIX D Program Workplan and Special Conditions  ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request  ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: _____, Date: _____ <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE  _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE  _____ Title: _____ Date: _____

**Award Contract**

**Project No.**

PS23-1024-E00

**Grantee Name**

Oneida County

**Public Safety Answering Points Grant**

02/08/2024

**Award Contract**

**Project No.**

PS23-1024-E00

**Grantee Name**

Oneida County

**Public Safety Answering Points Grant**

02/08/2024

**Award Contract**

**Project No.**

PS23-1024-E00

**Grantee Name**

Oneida County

**Public Safety Answering Points Grant**

02/08/2024

**Award Contract**

Public Safety Answering Points Grant

Project No.

Grantee Name

PS23-1024-E00

Oneida County

02/08/2024

**Budget Summary by Participant**

Oneida County

Oneida County Emergency Services - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs to Support PSAP Operations (4 Emergency Services Dispatchers at approximately \$51,301.00 each)	1	\$205,204.00	\$205,204.00	\$205,204.00	\$0.00
Total				\$205,204.00	\$205,204.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$205,204.00	\$205,204.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$205,204.00	\$205,204.00	\$0.00

**Award Contract**

**Project No.**

PS23-1024-E00

**Grantee Name**

Oneida County

**Public Safety Answering Points Grant**

02/08/2024

**Award Contract**

**Public Safety Answering Points Grant**

**Project No.**

**Grantee Name**

PS23-1024-E00

Oneida County

02/08/2024

**Work Plan**

**Goal**

Facilitate the operation of public safety communications to support statewide interoperable communications for first responders.

**Objective #1**

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To facilitate PSAP consolidation, regional initiatives related to 911 operations, implementation of NG-911, improvements in operations of public safety communications; develop multi-jurisdictional PSAP compatibility throughout the state and support statewide interoperable communications for first responders, thus improving safety of the public.

**Task #1 for Objective #1**

Conduct allowable PSAP operations activities.

**# Performance Measure**

1 PSAP operations activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced interoperable capabilities in the jurisdiction.

**Objective #2**

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

**Task #1 for Objective #2**

Provide equal employment opportunities for minority group members and women (EEO).

**# Performance Measure**

1 DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

**Task #2 for Objective #2**

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

**# Performance Measure**

Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS 1 discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.

Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS 2 discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

**Task #3 for Objective #2**



Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

**# Performance Measure**

- 1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.
- 2 Provide the percentage of the established Minority and Women Business Enterprise goal that has been met to date.

**Project No.**

**Grantee Name**

PS23-1024-E00

Oneida County

02/08/2024

NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ("Contractor" or "Subrecipient") identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1<sup>1</sup>

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as "Funding Amount for the Initial Period" on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited

delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

M. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

N. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of DHSES and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>2</sup>

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report

fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

## II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

### B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

### 2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

### C. Termination:

#### 1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at

the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a "force majeure." For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

## 2. Notice of Termination:

a. Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

## 3. Effect of Notice and Termination on State's Payment Obligations:

a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

## 4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have

no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov). Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

#### B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

#### C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:<sup>3</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:<sup>4</sup> Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:<sup>5</sup> Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:<sup>6</sup> DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:<sup>7</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30)



calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to thirty (30) calendar days after the contract end date to make expenditures.

#### D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) unique entity identifier. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the

quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

#### H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

#### IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

##### A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use of Material, Equipment, or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### E. Records and Audits:

##### 1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank

statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## 2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

## G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2)

(Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the

basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 – 6 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a. The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c. The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

#### N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a. to require updates or clarifications to the Questionnaire upon written request;

b. to inquire about information included in or required information omitted from the Questionnaire;

c. to require the Contractor to provide such information to the State within a reasonable timeframe; and

d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:<sup>8</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor



Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

#### R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

##### 1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

##### 2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ("MWBE") participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

##### 3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop

one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "e" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### 4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization

Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

#### 8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

##### M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

## EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

## S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared

periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/state-agencies/travel>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to their own procurement policies and procedures and, at a minimum, the following guidelines when making all procurements. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and, for Federally-funded awards, contractor must comply with 2 CFR §200.320(c).

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be

operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <https://www.gao.gov/topics/auditing-and-financial-management>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be



made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix. 6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

R. Remedies. In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and

subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### U. Davis-Bacon Act. (Applicable to contracts for construction work)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

##### 1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

##### (ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this

section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4) Apprentices and trainees

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training

plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland "Anti-Kickback" Act (Applicable to contracts for construction work greater than \$2,000)

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than \$100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the

clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of \$150,000)

##### Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Y. Debarment and Suspension. (Applicable to contracts greater than \$25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than \$100,000)

Byrd Anti-Lobbying Amendment, 31 US.C. § 1352 (as amended)

Contractors that apply or bid for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over \$10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --

- i. Competitively within a time frame providing for compliance with the Agreement performance schedule
- ii. Meeting agreement performance requirements; or
- iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology



of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

#### FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

#### HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the nonFederal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

#### II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

#### JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible

#### KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

#### LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

#### MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

#### NN. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

#### OO. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of

E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

#### PP. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.fema.gov/grants/policy-guidance/buy-america>

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

#### ENDNOTES:

<sup>1</sup> To the extent that section V- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

<sup>2</sup> As of 2023, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

<sup>3</sup> A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

<sup>4</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>5</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>6</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

<sup>7</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

<sup>8</sup> Not applicable to not-for-profit entities.

VER 09/2023

Certified by - on

---

APPENDIX C  
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

**I. PAYMENT PROVISIONS**

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

**A. Payment and Recoupment Language**

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov). Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

**B. Interim and/or Final Claims for Reimbursement**

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services  
Federal Fiscal Unit

State Campus - Building 7A  
1220 Washington Avenue  
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted via e-mail to [DHSESGPAFiscal@dhses.ny.gov](mailto:DHSESGPAFiscal@dhses.ny.gov).

## II. REPORTING PROVISIONS

### A. Required Reports:

#### Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

#### Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

#### Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed Itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

### B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30  
Calendar Quarter: April 1 - June 30 -- Report Due: July 30  
Calendar Quarter: July 1 - September 30 -- Report Due: October 30  
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Rev. 09/2023

Certified by - on

**Award Contract**

**Public Safety Answering Points Grant**

**Project No.**

**Grantee Name**

PS23-1024-E00

Oneida County

02/08/2024

---

**Special Conditions**

The subrecipient shall use the funds provided pursuant to this Agreement to carry out the Work Plan described in this Appendix D. Any services in this contract awarded by the Division of Homeland Security and Emergency Services (DHSES) Office of Interoperable and Emergency Communications (OIEC) to the subrecipient based on the subrecipient's submission of an Application Proposal in response to a Request for Applications (RFA) shall be subject to the terms and conditions in both the Subrecipient's Application Proposal and the RFA, incorporated herein by reference, which shall apply as if fully stated herein.

This Program Work Plan shall not be modified without approval from the DHSES. If modification to this Program Work Plan is necessary, the subrecipient must submit a written request to DHSES OIEC and await DHSES OIEC approval before implementing such changes. If changes in the Work Plan are made without DHSES OIEC's prior approval, DHSES OIEC reserves the right, in its sole discretion, to disallow reimbursement for the modifications, reduce the amount payable to the subrecipient, terminate this Agreement, or take any other action deemed necessary.

**A. Permissible Use of Funding**

1. Public Safety Answering Points (PSAP) grant funds must be used in accordance with the guidelines set forth in the PSAP Request for Applications, which can be located at <https://www.dhSES.ny.gov/state-funded-programs>.
2. Any unused funds will be reprogrammed pursuant to a plan approved by the Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications.
3. The project must commence no later than 180 days after successful approval of the contract by the New York State Office of the Comptroller.

**B. Record Requirements**

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding PSAP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

**C. Equipment Purchases**

1. Equipment purchased with grant funds must fall within the allowable equipment categories as listed in the PSAP Request for Applications, which can be located at <https://www.dhSES.ny.gov/state-funded-programs>.
2. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using PSAP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment; a recommended technology to achieve emergency interoperable communications.
4. Acceptance of State support for interoperable and emergency communications projects, including funding through the Public Safety Answering Points (PSAP) grant, requires that subrecipients must use open standard/vendor neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.
5. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are subject to the prohibitions



described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, Beginning August 13, 2020, the statute - as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### D. Training & Exercise Related Activities

1. Any training courses to be supported by this award must be on equipment contained in the approved application. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any training in question.

2. Subrecipients are required to be NIMS compliant. DHSES/OIEC requires that Subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification.

#### E. Planning, Administration and Deployment Costs

1. Services relating to developing, designing and implementing interoperability plans and network system development must be consistent with awarded applications.

2. Permissible costs are limited to costs associated with the development and deployment of public safety communications systems, networks, technology or facilities whose purpose is to provide the sharing of voice, data and video transmissions; dispatch and incident management involving two or more organizations or jurisdictions and in accordance with approved interoperability plans operating standards.

#### F. Law Enforcement Requirements

1. Subrecipients agree that such funding shall leverage a regional approach to support multi-jurisdictional (two or more counties) and multi discipline (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems is accomplished.

3. Acceptance of the PSAP funding indicates your acknowledgement that State agencies/authorities and other jurisdictions are permitted on your radio system for the coordination and provision of State assistance. Failure to comply with this requirement may result in a disallowance of costs and jeopardize future funding opportunities.

#### G. SEQRA and EHP Requirements

1. Subrecipients shall ensure compliance with the State Environmental Quality Review Act of 1975, as amended, and all other local environmental and historic preservation requirements, in the planning and execution of all projects under this grant. Please contact the New York State Division of Environmental Conservation, or visit <http://www.dec.ny.gov/permits/357.html>, for additional information.

2. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are further required to comply with all applicable federal environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

3. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

4. Any change to the approved project scope of work will require reevaluation for compliance with these EHP requirements.

5. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

## H. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

## I. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipients must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER  
STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.  
County Executive



120 Base Road • Oriskany, New York 13424  
Phone: 315-765-2526 • Fax: 315-765-2529

EDWARD STEVENS  
Director

March 18, 2024

FN 20 21-184

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Ave  
Utica, New York 13501

WAYS & MEANS

WAYS & MEANS

Re: Priority Dispatch Corp. (Quality Assurance Review Service Contract)

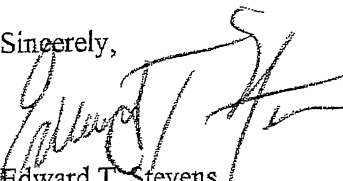
Dear County Executive Picente,

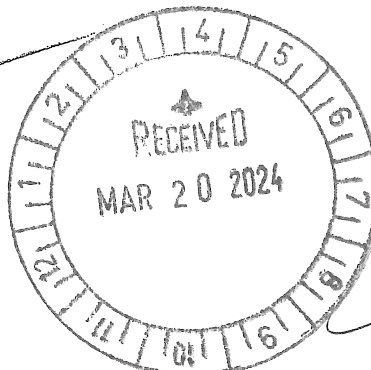
Enclosed is a proposed service agreement between the Department of Emergency Services and Priority Dispatch Corp. for its quality assurance reviews of our 911 dispatchers' handling of emergency medical ("EMD") and police ("EPD") calls. These reviews are critical to ensure dispatchers' compliance with call-handling protocols; these protocols allow, for example, dispatchers to paint a picture for responders while they are enroute to emergency scenes and to provide responders with updates as circumstances on the ground change. The Department already utilizes Priority's proprietary "ProQA" and "AQUA" software for our dispatchers' protocols and for the recording of emergency calls and associated data; this software is integrated into the County's computer-aided dispatch ("CAD") system. Under the proposed agreement, Priority will remotely access its existing software to review calls and data, and provide quality assurance reviews on a combined 165 EMD and EPD calls per month. (Our new CAD system, anticipated in about 18 months, will be fully integrated with Priority's software.)

The term of this agreement is three years, which is effective upon the agreement's full execution. The total cost for the three-year term is \$118,800.00, which is payable in annual installments of \$39,600.00.

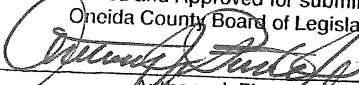
Assuming you find this agreement acceptable, I respectfully request that you forward this matter to the Board of Legislators for its review and approval. If you have any questions, please contact me. Thank you.

Sincerely,

  
Edward T. Stevens  
Director of Emergency Services



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 3-19-24

Oneida Co. Department: Emergency Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP   X    
Other \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization** Priority Dispatch Corp.  
110 South Regent Street, Suite 500  
Salt Lake City, Utah 84111

**Title of Activity or Services:** Service Agreement

**Proposed Dates of Operations:** Three Years (effective upon signing)

**Client Population/Number to be Served:** Oneida County

**Summary Statements:**

- 1). **Narrative Description of Proposed Services:** Priority Dispatch will make 165 quality assurance reviews, per month, of emergency medical dispatch (EMD) and emergency police dispatch (EPD) calls.
- 2). **Program/Service Objectives and Outcomes:** To ensure dispatcher's compliance with applicable call-handling protocols.
- 3). **Program Design and Staffing Level:** Provided by Vendor.

**Total Funding Requested:** \$118,800.00

**Account:** A3020 3020.492-000

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Source (Federal \$ /State \$ / County \$):** County

**Cost Per Client Served:** N/A

**Past performance Served:** N/A

**O.C. Department Staff Comments:** The Department already utilizes Priority Dispatch's proprietary software (which is integrated into the County's CAD System) for its protocols and for recording of emergency calls. Under this agreement, Priority Dispatch will now remotely access its software (and recorded the data) to do the quality assurance reviews.

## QUALITY PERFORMANCE REVIEW SERVICE AGREEMENT

This QUALITY ASSURANCE SERVICE AGREEMENT (“Agreement”) is made between Medical Priority Consultants, Inc. d/b/a Priority Dispatch Corp., with its principal office located at 110 Regent Street, Suite 500, Salt Lake City, Utah 84111 (“PDC”), and the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, including its Department of Emergency Services, with its principal office located at 800 Park Avenue, Utica, New York 13501 (collectively, “Customer”). PDC and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

### WITNESSETH

**WHEREAS**, PDC is in the business of developing, licensing, distributing, and maintaining its propriety emergency dispatch licensed products throughout the world.

**WHEREAS**, Customer is a current licensed user of Medical Priority Dispatch System (“MPDS”) and Police Priority Dispatch System (“PPDS”) and wishes to retain PDC for the purpose of performing quality assurance review (“Services”) on its emergency medical and police dispatch calls. The services shall be provided by PDC’s Client Performance Review (“QPR”) department.

**NOW THEREFORE**, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

#### 1. The Quality Performance Review (“QPR”) Process

##### a. Dedicated QPR Workstation.

- i. As needed, Customer will allow PDC to have remote access using SecureLink® software to a dedicated physical or virtual workstation per discipline in increments of 50 cases per week configured with AQUA®, ProQA® Admin Utility, PDF Reader and the respective audio logger.
- ii. As appropriate, Computer Aided Dispatch (CAD), Record Management System (RMS), Jail Management System (JMS), and National Crime Information Center (NCIC) Terminal Access should not be accessible on this workstation.
- iii. As part of the QPR process, PDC will audit calls using Customer’s software from this/these assigned workstation(s). Additional AQUA® Software License(s) will be provided by PDC for the Client Performance Review Department’s access for the duration of the project.
- iv. The dedicated workstation will be installed and configured with AQUA®, ProQA® Admin Utility, XLerator®, server access and the respective audio logger player.
- v. As appropriate, CAD, RMS, JMS, and NCIC Terminal Access should *not* be accessible on the QPR workstation.
- vi. An additional AQUA® Software License will be provided by PDC for access purposes for the term of the contract. This license will include an Audio Integration License, if applicable.
- vii. The above may be modified by mutual consent of the Customer and PDC.

#### 2. Quality Performance Review (“QPR”) Services

- a. **Pre-QPR Preparation.** Planning Meeting - Overview of system and processes for QPR Staff. This meeting will go over the deliverables, as well as ensure the QPR Dept. has the correct setup to access cases/calls and to obtain a copy of the agencies policies and procedures and ensures the client understands the deliverables of the product being

provided.

- b. **Case Review.** Quality Assurance review will be performed by the QPR Reviewer in accordance with the International Academies of Emergency Dispatch (“IAED”) standards for Accreditation.
  - c. The forgoing services may be modified by written mutual consent of the Customer and PDC.
  - d. **Customer’s Quality Improvement Certified (ED-Q) Staff Member**
    - i. The Customer must identify an individual to receive and distribute case review feedback, as provided by the QPR Reviewer, to the Customer’s staff. This individual must be certified by the IAED as an ED-Q or will be certified within one year from the start of the services.
    - ii. Customer’s contact person (“ED-Q”) will work directly with the QPR Analyst. As necessary, the ED-Q will provide any Quality Improvement feedback and training to Customer’s dispatchers/call takers. For example, the Customer’s ED-Q will work with Customer’s dispatchers/call takers to help them understand structured protocol utilization and address protocol compliance and performance improvement requirements to become a more effective dispatcher/call taker.
    - iii. In order to ensure the integrity of the QPR Service, when the ED-Q provides feedback to the dispatcher/call taker, the ED-Q should not provide education that is contrary to PDC’s review of the relevant call in front of the dispatcher/call taker. If the ED-Q does not understand, or agree with, the results of the QPR review of the call, or believes a mistake or miscommunication has occurred, the ED-Q should inform the dispatcher/calltaker that the issue shall be researched and shall then contact the QPR so that a resolution can be reached through the Appeal and Special Review process. The decision of the Appeal and Special Review panel is final.
  - e. **Updates.** Customer understands that use of the latest, updated version of AQUA® is a material component of this Agreement. In addition, the Customer must be using the most-current version of the protocols as developed by the IAED.
  - f. **Technical Issue.** If the QPR is unable to complete the case reviews or associated reporting due to an Customer related technical issue, the QPR and PDC will only be responsible for a reasonable time of case review volume from the date of the identification of the problem/issue. Once all technical issues have been resolved QPR will begin from that day forward and will not include any more than 2 weeks of down time for which case review was not conducted.
3. **Pricing.** Pricing for the Services are set forth in PDC’s Quote #Q-72420 as Attachment A.
4. **Term.** This Agreement shall remain in effect for three (3) years, and is effective upon this Agreement’s full execution by the Parties. The Parties shall thereafter have the option to renew this Agreement for up to two additional one-year terms, on such terms as the Parties may agree.
5. **Termination.**
- a. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.
  - b. **Voluntary Termination.** Either Party may terminate this Agreement, with or without cause, at any time by giving 60-days advance written notice to the other Party.
  - c. **Mutual Termination.** This Agreement may be terminated by the mutual consent of each Party.

- d. **Failure to use MPDS & PPDS.** This Agreement shall terminate immediately if the Customer no longer uses the MPDS & PPDS.
  - e. **Effect of termination.** Upon termination and no later than 14 days following, Customer shall pay to PDC any earned, but unpaid fees.
6. **Relationship of the Parties.** The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.
7. **Further Assurances.** Each Party shall do all acts and execute and deliver all documents as may be necessary to give effect and intent of the provisions in this Agreement.
8. **Confidentiality.** The Parties shall comply with all applicable government confidentiality regulations and restrictions. A Party may not publicly release any personally identifying information, unless authorized by applicable law. A Party may not share or further distribute the AQUA® data or other information shared hereunder, without the express written permission of the other Party.
9. **Rights in the Calls and Associated Data.** Notwithstanding anything to the contrary contained herein, PDC may use the calls, and data associated with the calls, for publications, research, statistical purposes, and training as long as all personally identifying information is removed.
10. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.
11. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.
12. **Limits of Liability.** IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT PDC DOES NOT GUARANTEE OR INDEMNIFY, NOR SHALL PDC BE RESPONSIBLE FOR ANY LIABILITY, DAMAGES, OR EXPENSES SUFFERED OR INCURRED BY CUSTOMER ARISING UNDER THIS AGREEMENT. CONSEQUENTLY, PDC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS SERVICES HEREUNDER AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
13. **Insurance.** Prior to the commencement of Services, PDC will maintain and present proof of the following insurance requirements:
  - a. Commercial General Liability Insurance on an Occurrence basis:
    - i. Bodily Injury and Property Damage.
    - ii. Broad form property damage liability.
    - iii. The limit for Commercial General Liability insurance coverage shall be:
      - a) Each Occurrence: \$1,000,000.00
      - b) Annual Aggregate: \$2,000,000.00
      - c) Products & Completed Operations Aggregate: \$1,000,000.00
  - b. Excess Liability limits of not less than:
    - i. Each Occurrence: \$3,000,000.00
    - ii. Coverage to follow form of underlying policies.

- c. Auto Liability Insurance for owned, leased or hired vehicles, if any:
    - i. \$1,000,000.00 per Occurrence combined single limit bodily injury and property damage.
  - d. Professional Liability:
    - i. \$1,000,000.00 per Claim/\$2,000,000.00 Annual Aggregate.
  - e. Network Security/Cyber/Privacy Breach Insurance is required if PDC has access to Customer's data (including, but not limited to, information protected under HIPAA):
    - i. \$1,000,000.00 per Occurrence/\$1,000,000.00 Annual Aggregate.
  - f. Worker's Compensation Insurance: Statutory limits
    - i. Employer's Liability Insurance
      - a) Bodily Injury by Accident: \$1,000,000.00 each accident
      - b) Bodily Injury by Disease: \$1,000,000.00 each employee
      - c) Bodily Injury by Disease: \$1,000,000.00 policy limit
  - g. Statutory New York State Disability Benefits Insurance covering all persons employed by PDC in connection with this contract.
  - h. The General Liability, Automobile and Umbrella policies shall be on a primary and on a non-contributory basis to any other insurance which may be carried by Customer, including completed operations, and General Liability and Umbrella policies shall name as additional insured as their interest may appear:
 

County of Oneida  
800 Park Avenue  
Utica, New York 13501
  - i. PDC shall, before the commencement of any provisions of any Services, file certificates of such insurance with Customer, and such insurance shall be subject to Customer's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Renewal of insurance certificates shall be furnished prior to the expiration of any coverage herein.
14. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which the Parties have expressly agreed shall survive any such termination or expiration, or by their nature would be intended to be applicable following any such termination or expiration.
15. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.
16. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, by mail, facsimile, or email:
- |   |   |
|---|---|
| <p><b>To PDC:</b></p> <p>Priority Dispatch Corp.<br/>Attn: <u>Legal Department</u><br/>110 South Regent Street, Suite 500<br/>Salt Lake City, Utah 84111<br/>Email: <u>LegalDepartment@prioritydispatch.net</u></p> | <p><b>To Customer:</b></p> <p>Oneida County 911<br/>Attn: Matthew Gentile<br/>120 Base RD<br/>Oriskany, New York 13424-4204<br/>Email: <u>mtgentile@ocgov.net</u></p> |
|---|---|
17. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either party may enter into this Agreement by executing a counterpart.



18. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible; and the remainder shall be enforced to the maximum extent possible.
19. **Governing Law, Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its rules on conflicts of laws. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Oneida County, State of New York. Each Party hereby agrees to submit to the personal jurisdiction of these courts.
20. **Entire Agreement.** The terms of this Agreement, including Attachment A, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings, or agreements, whether written or oral, with respect to the subject matter of this Agreement. Unless expressly stated, this Agreement confers no rights on any person or business entity that is not a party hereto. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party.

**In Witness Whereof**, the parties have caused this Independent Contractor Services Agreement to be executed by their duly authorized representative.

**PRIORITY DISPATCH CORP.**

**CUSTOMER**

Signature: J. Simón Cantarero

Signature: \_\_\_\_\_

Print Name: J. Simón Cantarero

Print Name: Anthony J. Picente, Jr.

Title: General Counsel & Corp. Secretary

Title: Oneida County Executive

Date: 15/03/2024

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
 Christopher J. Kalil  
 Assistant County Attorney

Attachment A

Quote # Q-72420



# QUOTE

110 Regent Street, Suite 500  
 Salt Lake City, UT 84111  
 USA  
[www.prioritydispatch.net](http://www.prioritydispatch.net)  
 Prepared By: John Grisevich  
 Phone: (800) 363-9127  
 Direct: Ext. 229  
 Email: [john.grisevich@prioritydispatch.net](mailto:john.grisevich@prioritydispatch.net)

Agency:  
 Agency ID#:  
 Quote #:  
 Date:  
 Offer Valid Through:  
 Payment Terms

Oneida County 911  
 5995  
 Q-72420  
 2/12/2024  
 4/30/2024  
 Net 30

Currency: USD

Bill To:  
 Oneida County 911  
 120 Base RD  
 Oriskany, New York 13424-4204  
 United States

Ship To:  
 Oneida County 911  
 120 Base RD  
 Oriskany, New York 13424-4204  
 United States

Product	Discipline	Qty	Amount
Q Plus (Annual) - Expert case review and reporting for 90 cases per month for 1 year. Subscription auto-renews without written cancellation	Medical	1	USD 21,600.00
Q Plus (Annual) - Expert case review and reporting for 75 cases per month for 1 year. Subscription auto-renews without written cancellation	Police	1	USD 18,000.00
<b>Group1 TOTAL:</b>			USD 39,600.00

Product	Discipline	Qty	Amount
Q Plus (Annual) - Expert case review and reporting for 90 cases per month for 1 year. Subscription auto-renews without written cancellation	Medical	1	USD 21,600.00
Q Plus (Annual) - Expert case review and reporting for 75 cases per month for 1 year. Subscription auto-renews without written cancellation	Police	1	USD 18,000.00
<b>Group2 TOTAL:</b>			USD 39,600.00

Product	Discipline	Qty	Amount
Q Plus (Annual) - Expert case review and reporting for 90 cases per month for 1 year. Subscription auto-renews without written cancellation	Medical	1	USD 21,600.00

"To lead the creation of meaningful change in public safety and health."



# QUOTE

Product	Discipline	Qty	Amount
Q Plus (Annual) - Expert case review and reporting for 75 cases per month for 1 year. Subscription auto-renews without written cancellation	Police	1	USD 18,000.00
<b>Group3 TOTAL:</b>			USD 39,600.00

<b>Customer Signature:</b>		<b>Date:</b>	
<b>Customer Name:</b>		<b>Purchase Order ID:</b>	
<b>Expiration Date:</b>			

## TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER  
STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD STEVENS  
Director

120 Base Road • Oriskany, New York 13424  
Phone: 315-765-2526 • Fax: 315-765-2529

March 18, 2024

FN 20 24-185

PUBLIC SAFETY

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

WAYS & MEANS

Re: Tyler Tech (CAD System)

Dear County Executive Picente:

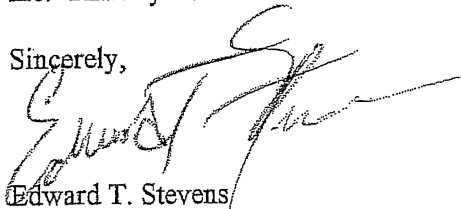
Enclosed please find a proposed five-year contract with Tyler Technologies, Inc., for the design and building of a comprehensive, fully integrated public safety information management system which includes computer-aided dispatch ("CAD"), law enforcement records management, mobile messaging, and field reporting. In addition to the Emergency Services and Sheriff's departments, approximately 85 local public safety agencies ("affiliated agencies") within the County, including police and fire departments, as well as volunteer fire companies and ambulance services, will have access to this cloud-based system. The system will allow for coordinated emergency dispatch, report writing, and access to various records databases and modules. This system is the mainstay program which is at the heart of the 911 Center's call processing and dispatching operations.

Pursuant to this contract, Tyler will design and build this system—expected to take approximately 18 months—and provide necessary third-party products, maintenance and support services over the five-year term, which commences ("effective date") upon signing. The total cost of this contact is \$4,649,726.00, which is payable as follows:

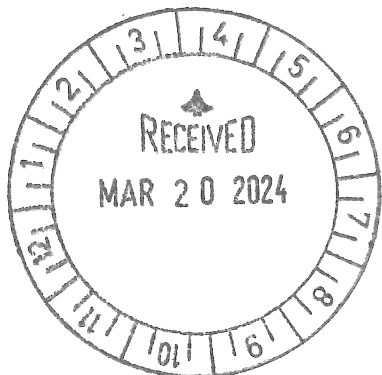
- \$911,725.00 - project implementation and related professional services (\$708,435.00), as well as vendor travel to site (not to exceed \$182,770.00) and required third-party products (\$20,520.00); this is payable in four installments which are payable at various project completion milestones (e.g., 25% due upon delivery of project plan, etc.), all within approximately 3 to 18 months of the contract's effective date; and
- \$3,737,001 - annual/recurring software as a service (SaaS) fees; the first SaaS fee (\$676,303.00) is payable upon the contract's effective date; thereafter, increasing SaaS fees (\$710,118.00 [year 2]; \$745,624.00 [year 3]; \$782,905.00 [year 4]; \$822,051.00 [year 5]) are due annually.

Assuming you find this contract acceptable, I respectfully request that you forward this matter to the Board of Legislators for its review and approval. If you have any questions, please contact me. Thank you.

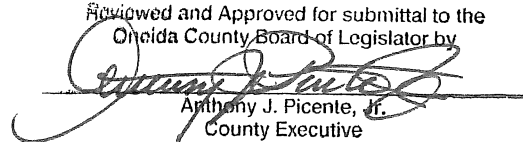
Sincerely,



Edward T. Stevens  
Director



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by



Anthony J. Picente, Jr.  
County Executive

Date 3-19-24

Oneida Co. Department: Emergency Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP   X    
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

Name & Address of Vendor: Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, TX 75024

Title of Activity or Service: Comprehensive Information Management System

Proposed Dates of Operation: Five-year term, effective upon contract signing

Client Population/Number to be Served: County residents

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** 5-year contract for the design and building of a comprehensive, fully integrated, cloud-based public safety information management system, which includes computer-aided dispatch (CAD), law enforcement records management, mobile messaging and field reporting. This system (expected to be operable in approximately 18 months) will provide coordinated emergency dispatch, report writing, and access to various records databases and modules by several Oneida County departments (ESD, OCSO, and DA), as well as approximately 85 local public safety agencies which provide police, fire and ambulance services.
- 2) **Program/Service Objectives and Outcomes:** Coordinated emergency responses and public safety information sharing.
- 3) **Program Design and Staffing:** Vendor's experts will design and implement the project.

**Total Funding Requested:** \$4,648,726.00

**Account:** #H-GIT-010

\$3,737,001 of costs are for annual software as a service (SaaS) fees during the 5-year term. The remaining \$911,725.00 of costs cover project implementation and related professional services (\$708,435.00), as well as vendor travel to site (not to exceed \$182,770.000) and required third-party products (\$20,520.00). Project and professional service fees are payable at various project completion milestones (e.g., 25% due upon delivery of project plan).

**Oneida County Dept. Funding Recommendation:** \$4,649,726.00

**Proposed Funding Sources (Federal \$/State \$/County \$):** County

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:**



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., a Delaware corporation located at 5101 Tennyson Parkway, Plano, Texas 75024 (“Tyler”) and the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501, including its Department of Emergency Services (collectively, “Client”).

WHEREAS, Client desires to have a comprehensive, fully integrated public safety management system (“System”) that includes computer-aided dispatch, law enforcement records management, mobile messaging and field reporting; and

WHEREAS, Client has selected Tyler to develop and implement its System, provide Client with access and use to Tyler’s software as a service (“SaaS”) solution, and furnish Client with appropriate training, maintenance and support services.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Affiliated Organization”** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the County of Oneida, including its Department of Emergency Services.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.





- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means Software as a Service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the Service Level Agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary (Exhibit A).
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary (Exhibit A).
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary (Exhibit A) and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS



Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the Service Level Agreement (“SLA”) (Exhibit C). You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy (Exhibit B). The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional Data Storage Capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software, or Documentation resulting from the SaaS Services, available in any manner to any third-party for use in the third-party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defect(s) during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA (Exhibit C), and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA’s Statement on

Standards for Attestation Engagements (“SSAE”) No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement (“NDA”), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7. Affiliated Organizations for the Tyler Software.

7.1 Access by Affiliated Organizations. We will grant each Affiliated Organization, set forth in Exhibit A, access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

**SECTION C – PROFESSIONAL SERVICES**

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy (Exhibit B). You acknowledge that the fees stated in the Investment Summary (Exhibit A) are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary (Exhibit A) will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy (Exhibit B), then in addition to the terms set forth in the SLA and the Support Call Process (Exhibit C), we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless



Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

## **SECTION D – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary (Exhibit A), the Third-Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sublicense it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded Third-Party Software under the Maintenance and Support Agreement.

## **SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services set forth in the Investment Summary (Exhibit A) per our Invoicing and Payment Policy (Exhibit B), subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. Term. The term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the term, this Agreement may be renewed upon written consent of the parties. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination,



you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

3. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within our thirty (30) day response window set forth in Section H(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section E(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
5. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section E(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
6. Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

### 1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in



defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties or your willful infringement.

1.3 If we receive information concerning a purported infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES**



**THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

- 4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
  
- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
  
- 6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Cyber Liability of at least \$2,000,000; and (f) Excess/Umbrella Liability of at least \$5,000,000. Tyler agrees that the Cyber Liability coverage shall respond to the duties and obligations as is undertaken by us in this Agreement and shall include claims involving infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, extortion and network disruption. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses where required by law. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.**

## **SECTION H – GENERAL TERMS AND CONDITIONS**

- 1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary (Exhibit A) for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a**



mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary (Exhibit A) will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction, as set forth in Paragraph 18 (Governing Law, Jurisdiction and Venue) below. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary (Exhibit A) do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an

assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security

numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law, Venue and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its rules on conflicts of law. Venue for any litigation arising from this Agreement shall be in a state or federal court of competent jurisdiction in or serving Oneida County, New York.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
- Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement



Schedule 1: Support Call Process  
Exhibit D Implementation and Training Support Services

23. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

**Tyler Technologies, Inc.**

**County of Oneida, NY**

By: Sherry Clark  
Sherry Clark (MSP 18, 2024 15.37 (OT))

By: \_\_\_\_\_

Name: Sherry Clark

Name: Anthony J. Picente

Title: Group General Counsel

Title: Oneida County Executive

Date: 3/18/24

Date: \_\_\_\_\_

Address for Notices:

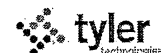
Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Oneida County Department of Emergency Services  
120 Base Rd.  
Oriskany, NY 13424  
Attention: Edward Stevens

Approved:

\_\_\_\_\_  
Christopher J. Kalil  
Assistant County Attorney





**Exhibit A**  
**Investment Summary (Client's Fees)**

The following Investment Summary details the software, products, and services to be delivered by us to you, and related fees/payment schedule, under the Agreement. This Investment Summary is effective as of the Effective Date.

[Remainder of page intentionally left blank.]



**INVESTMENT SUMMARY**

Tyler Software	\$0.00
Services	\$708,435
Third-Party Products	\$20,520
Estimated Travel	\$182,770
<b>Total One-Time Cost</b>	<b>\$911,725</b>
Year 1 Annual Recurring SaaS Fees	\$676,303
Year 2 Annual Recurring SaaS Fees	\$710,118
Year 3 Annual Recurring SaaS Fees	\$745,624
Year 4 Annual Recurring SaaS Fees	\$782,905
Year 5 Annual Recurring SaaS Fees	\$822,051
<b>Total 5 Year SaaS</b>	<b>\$3,737,001</b>



Quoted By:  
 Quote Expiration:  
 Quote Name:

Leo Raby  
 4/30/24  
 RFP Onieda Co-NY

**Sales Quotation For:**  
 Oneida County Department of Emergency Services  
 120 Base Road  
 Oriskany NY 13424  
 Phone: 315.765.2527

Annual / SaaS

Description	Fee	Discount	Annual
<b>Computer Aided Dispatch</b>			
Enterprise CAD Combined LE/Fire/EMS	\$0	\$0	\$0
BOLDS	\$0	\$0	\$0
CAD-AVL	\$0	\$0	\$0
Service Vehicle Rotation (Wrecker, Ambulance)	\$0	\$0	\$0
Unit Management	\$0	\$0	\$0
CAD to CAD Interface	\$0	\$0	\$0
CAD Paging Interface	\$0	\$0	\$0
E-911 Interface	\$0	\$0	\$0
NG911 Interface (text to 911)	\$0	\$0	\$0
CAD NCIC Interface	\$0	\$0	\$0
Pictometry Interface	\$0	\$0	\$0
ASAP Interface	\$0	\$0	\$0
Pre-Arrival Questionnaire Interface	\$0	\$0	\$0
Encoder Interface	\$0	\$0	\$0
CAD CFS (xml) Export Interface	\$0	\$0	\$0



CAD Data Mart / Includes 2 users	\$ 0	\$ 0	\$ 0
<b>Law Enforcement Records Management System</b>			
Enterprise Law Enforcement Records	\$ 0	\$ 0	\$ 0
Alarms	\$ 0	\$ 0	\$ 0
Bookings	\$ 0	\$ 0	\$ 0
Briefing Notes	\$ 0	\$ 0	\$ 0
Stop Data	\$ 0	\$ 0	\$ 0
Equipment and Inventory	\$ 0	\$ 0	\$ 0
Gangs	\$ 0	\$ 0	\$ 0
Hazardous Materials	\$ 0	\$ 0	\$ 0
Narcotics	\$ 0	\$ 0	\$ 0
Pawn Shops	\$ 0	\$ 0	\$ 0
Permits (Guns)	\$ 0	\$ 0	\$ 0
Scheduling	\$ 0	\$ 0	\$ 0
Use of Force	\$ 0	\$ 0	\$ 0
Content Manager Core	\$ 0	\$ 0	\$ 0
Livescan Interface	\$ 0	\$ 0	\$ 0
NCIC Interface	\$ 0	\$ 0	\$ 0
Law Enforcement Records Management Data Mart / Includes 2 users	\$ 0	\$ 0	\$ 0
<b>Mobile</b>			
Enterprise Law Enforcement Mobile Server Software	\$ 0	\$ 0	\$ 0
Law Enforcement Mobile Site License	\$ 0	\$ 0	\$ 0
-Enterprise Law Enforcement Field Mobile	\$ 0	\$ 0	\$ 0
-LE Dispatch/Messaging/State/NCIC	\$ 0	\$ 0	\$ 0
-Drivers License Mag Stripe Reader/Barcode Reader Interface	\$ 0	\$ 0	\$ 0
-Mugshot Image Download	\$ 0	\$ 0	\$ 0
-LE In-Car Mapping / AVL	\$ 0	\$ 0	\$ 0
-LE In-Car Routing	\$ 0	\$ 0	\$ 0
Fire/EMS Mobile Site License	\$ 0	\$ 0	\$ 0
-Enterprise Fire Field Mobile	\$ 0	\$ 0	\$ 0
-Fire Dispatch/Messaging	\$ 0	\$ 0	\$ 0
-Fire In-Car Mapping / AVL	\$ 0	\$ 0	\$ 0
-Fire In-Car Routing	\$ 0	\$ 0	\$ 0
Field Reporting Site License	\$ 0	\$ 0	\$ 0
-LE Field Reporting	\$ 0	\$ 0	\$ 0
-LE Accident Reporting (requires Crash module in RMS)	\$ 0	\$ 0	\$ 0

-Field Investigation Field Reporting	\$ 0	\$ 0	\$ 0
-MCT Ticket Writer (requires Ticket Writer interface in RMS)	\$ 0	\$ 0	\$ 0
-Stop Data Reporting (requires Stop Data in RMS)	\$ 0	\$ 0	\$ 0
<b>Other Software</b>			
Workstation License	\$ 0	\$ 0	\$ 0
Enterprise Public Safety - SaaS	\$ 551,488	\$ 0	\$ 551,488
<b>Hosting</b>			
Mobility Hosting Annual Fee	\$ 3,000	\$ 0	\$ 3,000
<b>Subscription License Fees</b>			
Enforcement Mobile Sitewide Crash with diagramming tool	\$ 48,000	\$ 14,400	\$ 33,600
Enforcement Mobile Sitewide eCitation	\$ 89,302	\$ 26,791	\$ 62,511
Interface: Crash data export to NY State	\$ 2,040	\$ 612	\$ 1,428
Interface: Citation data to Court	\$ 32,640	\$ 9,792	\$ 22,848
Interface: Authentication - Active Directory	\$ 2,040	\$ 612	\$ 1,428
<b>TOTAL</b>			<b>\$ 676,303</b>

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
Project Management	1	\$ 158,560	\$ 0	\$ 158,560	\$ 0
Standard System Assurance and Software Installation	1	\$ 9,280	\$ 0	\$ 9,280	\$ 0
Mobility Implementation	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
GIS Implementation	1	\$ 22,620	\$ 0	\$ 22,620	\$ 0
Decision Support Software Service	2	\$ 4,350	\$ 0	\$ 8,700	\$ 0
NCIC Installation	1	\$ 21,025	\$ 0	\$ 21,025	\$ 0
Combined or Fire/EMS CAD Configuration (up to 2 PSAPs)	1	\$ 21,750	\$ 0	\$ 21,750	\$ 0
CAD Training (10 users ea.)	10	\$ 4,350	\$ 0	\$ 43,500	\$ 0
CAD Go-Live Support	3	\$ 21,750	\$ 0	\$ 65,250	\$ 0
CAD Paging Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
E-911 Interface Installation	3	\$ 1,160	\$ 0	\$ 3,480	\$ 0
NG911 Interface Installation	1	\$ 1,450	\$ 0	\$ 1,450	\$ 0
Pictometry Interface Installation	1	\$ 580	\$ 0	\$ 580	\$ 0

2022-455154-KOH8L7

Page 4

ASAP Interface Installation	1	\$ 5,800	\$ 0	\$ 5,800	\$ 0
Pre-Arrival Questionnaire Interface Installation	3	\$ 1,160	\$ 0	\$ 3,480	\$ 0
Encoder Interface Installation	1	\$ 3,480	\$ 0	\$ 3,480	\$ 0
CAD Export Interface Installation Fee	2	\$ 2,320	\$ 0	\$ 4,640	\$ 0
Law Enforcement Records Configuration (6 or more Agencies)	1	\$ 17,400	\$ 0	\$ 17,400	\$ 0
Law Enforcement Records Training (includes 10 trainers ea.)	5	\$ 4,350	\$ 0	\$ 21,750	\$ 0
Law Enforcement Records Go-Live Support	3	\$ 17,400	\$ 0	\$ 52,200	\$ 0
Law Enforcement Records Go-Live Support (Additional Facilities ea.)	3	\$ 4,350	\$ 0	\$ 13,050	\$ 0
IBR Submission	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
Livescan Interface Installation	9	\$ 4,640	\$ 0	\$ 41,760	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Configuration	1	\$ 14,500	\$ 0	\$ 14,500	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Training (10 trainers ea. )	2	\$ 8,700	\$ 0	\$ 17,400	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Go-Live	1	\$ 21,750	\$ 0	\$ 21,750	\$ 0
NY Domestic Incident Report	1	\$ 2,300	\$ 0	\$ 2,300	\$ 0
Preplans Import (one-way)	1	\$ 19,200	\$ 0	\$ 19,200	\$ 0
CAD to CAD (two-way) Nurse Navigator	1	\$ 25,600	\$ 0	\$ 25,600	\$ 0
Enterprise Law Enforcement Additional Modules				\$ 11,600	\$ 0
Project Management	1	\$ 4,000	\$ 0	\$ 4,000	\$ 0
MOD: Crash Report - set up and config	1	\$ 2,500	\$ 0	\$ 2,500	\$ 0
Set Up & Config	1	\$ 10,000	\$ 0	\$ 10,000	\$ 0
Set Up Fees - Third Party Hardware	100	\$ 50	\$ 0	\$ 5,000	\$ 0
Training	2	\$ 2,000	\$ 0	\$ 4,000	\$ 0
Standard Crash Training Package	2	\$ 1,500	\$ 0	\$ 3,000	\$ 0
Additional agency config.	16	\$ 2,500	\$ 0	\$ 40,000	\$ 0
<b>TOTAL</b>				<b>\$ 708,435</b>	<b>\$ 0</b>

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
-------------	----------	------------	-------	------------------	----------------------

Redundant VPN Appliance Bundle	2	\$ 6,000	\$ 12,000	\$ 0	\$ 0
Embedded Third-Party Software	1	\$ 29,500	\$ 29,500	\$ 0	\$ 0
Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per Workstation	1	\$ 7,700	\$ 7,700	\$ 0	\$ 0
Lantronix UDS-1100	4	\$ 205	\$ 820	\$ 0	\$ 0
			<i>Sub-total</i>	\$ 50,020	\$ 0
			<i>Less Discount</i>	\$ 29,500	\$ 0
			<b>TOTAL</b>	<b>\$ 20,520</b>	<b>\$ 0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 676,303
Total Tyler Services	\$ 708,435	\$ 0
Total Third-Party Hardware, Software, Services	\$ 20,520	\$ 0
Estimated Travel	\$ 182,770	\$ 0
<b>Summary Total</b>	<b>\$ 911,725</b>	<b>\$ 676,303</b>

**Optional Tyler Annual / SaaS**

Description	Fee	Discount	Annual
Enterprise Data Safety			
<b>Other Software</b>			
Data Archive	\$ 4,000	\$ 0	\$ 4,000
<b>TOTAL</b>			<b>\$ 4,000</b>

**Optional Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
Data Archive Conversions				\$ 104,000	\$ 0
	TOTAL			\$ 104,000	\$ 0

**Detailed Breakdown of Optional Conversions**

Description	Quantity	Unit Price	Discount	Total
<b>Conversion</b>				
Data Archive Addtl Source: LERMS Only (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS)	2	\$ 16,000	\$ 0	\$ 32,000
Data Archive Addtl Source: CAD and LERMS (up to 10 modules; includes Location Alert import into Enterprise CAD, Active Warrants, and On-Hand Property imports into Enterprise LERMS)	2	\$ 18,000	\$ 0	\$ 36,000
Data Archive Single Source: CAD and LERMS (up to 10 modules; includes Location Alert import into Enterprise CAD, Active Warrants, and On-Hand Property imports into Enterprise LERMS)	1	\$ 36,000	\$ 0	\$ 36,000
	TOTAL			\$ 104,000

**Assumptions**

Unless a Workstation License is included, Enterprise Public Safety CAD includes 16 licenses.

Unless a Workstation License is included, Enterprise Public Safety Law Enforcement Records includes 48 licenses.

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes. Decision Support Software Implementation is limited to 3 agencies per fee.

An unlimited Law Enforcement Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

An unlimited Fire/EMS Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Enterprise Law Enforcement Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

AVL requires third-party GPS hardware.

Enterprise Fire Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

An unlimited Law Enforcement Field Reporting Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Custom interface will be operational with existing third-party software. Any subsequent changes to third party applications may require additional services.

#### Affiliated Agencies

Oneida Indian Nation Police Department  
Barton Hose Company  
Utica Fire Department  
New Hartford Fire Department  
Vernon Center Volunteer Fire Department  
Vernon Volunteer Fire Company  
Mohawk Valley Community College  
Boonville Police Department  
Central NY Society for the Prevention of Cruelty to Animals  
Cleveland Fire Department  
Poland Fire Department  
West Leyden Fire Department  
Camden Ambulance  
Kuyahora Ambulance  
Old Forge Ambulance  
Star Ambulance

2022-455154-KOH8L7

Page 8

Vineail Ambulance  
Rome City Police Department  
Utica City Police Department  
Whitesboro Village Police Department  
Whitestown Town Police Department  
Mohawk Valley Crime Analysis Center  
Camden Village Police Department  
North Bay Fire Dept  
Taberg Fire Dept  
Camden Fire Dept  
Vienna Fire Dept  
Florence Fire Dept  
Deerfield Vol Fire Company  
Floyd Vol Fire Dept  
Stittville Vol Fire Dept  
Holland Patent Hose Company  
Barneveld Fire Dept  
Remsen Fire Dept  
Boonville Fire Dept  
Forestport Fire Dept  
Otter Lake Vol Fire Dept  
Woodgate Vol Fire Dept  
AmCare Ambulance  
Central Oneida County Vol Ambulance Corps  
Kunkel Ambulance Service  
Oneida County Department of Emergency Services  
Oriskany Village Police Department  
Kirkland Town Police Department  
New Hartford  
Sherrill City Police Department  
Village of Vernon Police Department  
Whitsboro Village Police  
Yorkville Village Police Department  
SUNY Poly Institute NYS University Police  
Oneida County District Attorney's Office  
New York Mills Vol Fire Department  
Yorkville Vol Fire & Hose Company

2022-455154-K0H8L7

Page 9

Whitesboro Vol Fire Dept  
Oriskany Independent Fire & Hose Company  
Maynard Fire Department  
Oneida County Airport Fire Department  
Clark Mills Vol Fire Department  
Edwards Ambulance Service  
Willowvale Fire Company  
Sauquoit Fire Company  
Paris Hill Fire Dept  
Clayville Fire Department  
Cassville Fire Department  
Bridgewater Fire Dept  
Clinton Fire Dept  
Waterville Fire Department  
Oriskany Falls Fire Department  
Westmoreland Vol Fire Dept  
Sherrill - Kenwood Vol Fire Dept  
Oneida Castle Vol Fire Dept  
Durhamville Vol Fire Dept  
Verona Vol Fire Dept  
Rome Fire Dept  
Stanwix Heights Vol Fire Dept  
New York Mills Police Department  
New London Vol Fire Dept  
Town of Lee Fire Dept  
Volunteer Fire Company of Western  
Lake Delta Fire Dept  
Sylvan Beach Fire Dept  
McConnellsville Fire Dept  
Oneida County Sheriff  
New York State Police  
Town of New Hartford Police Department  
City of Rome Police Department  
City of Utica Police Department  
Town of Whitestown Police Department





**Exhibit A**  
**Schedule 1**  
**Summary of Costs**

The following table is a summary of the costs due for the products and services included under the Agreement as of the Effective Date, as further set forth in the Investment Summary (Exhibit A) and Invoicing and Payment Policy (Exhibit B).

<b>Services, Including Implementation and Professional Services</b>	
25% upon Delivery of Project Plan	\$ 177,108.75
25% upon Completion of System Build	\$ 177,108.75
25% upon Completion of Training	\$ 177,108.75
25% upon Go-Live	\$ 177,108.75
Third Party Products	\$ 20,520
Estimated Travel - Billed as incurred	\$ 182,770
<b>Total One-Time Cost</b>	<b>\$ 911,725</b>
<b>Annual Recurring SaaS</b>	
Year 1	\$ 676,303
Year 2	\$ 710,118
Year 3	\$ 745,624
Year 4	\$ 782,905
Year 5	\$ 822,051
<b>Total 5 Year SaaS</b>	<b>\$ 3,737,001</b>
<b>Total 5 Year Cost of Ownership</b>	<b>\$ 4,648,726</b>

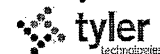


## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary (Exhibit A). Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees set forth in the Investment Summary (Exhibit A) in accordance with the following terms. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the term are set forth in the Investment Summary (Exhibit A and Schedule 1 thereto). Upon expiration of the term, the Parties may, upon their mutual written agreement, renew the SaaS services upon such terms as the Parties may agree.
2. **Professional Services.**
  - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training), and Data Archive conversions are billed and invoiced in four (4) milestone payments as follows:
    - a. 25% upon delivery of project plan
    - b. 25% upon completion of system build
    - c. 25% upon completion of training
    - d. 25% upon go-live
3. **Third Party Products.**
  - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
  - 3.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
  - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
  - 3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for



subsequent years will be at the respective third party's then-current rates.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary (Exhibit A) include travel expenses which shall not exceed \$182,770 for the scope of services quoted as of the Effective Date. Travel expenses shall be invoiced as incurred in accordance with our then-current Business Travel Policy. Additional travel expenses require Client's prior written approval. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. To the extent we are invoicing you for travel expenses, copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Although we prefer to receive payments electronically, you may also make payments by check. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%

- Dinner 60%

#### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

#### 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

#### 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement (“SLA”)

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you during the Term of this Agreement to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities





When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

<b>Client Relief Schedule</b>	
<b>Actual Attainment</b>	<b>Client Relief</b>
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
  - (2) Email – for less urgent situations, users may submit emails directly to the software support group.
  - (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.
- \* Channel availability may be limited for certain applications.*

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*



Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## **Exhibit D Professional Services**

### **1. Project Management Services**

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
  - a project review (kickoff) meeting at your location
  - progress status meeting(s) during implementation via telephone conference or at your location; and
  - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

### **2. Implementation and Training Support Services**

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

### **3. Interface and/or Fixed Installation Services**

We shall provide interface installation services as described in the Investment Summary (Exhibit A).

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the



appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of, or any ongoing maintenance of the GIS data used within the Tyler Software.

#### **4. Hardware Quality Assurance Service**

We shall provide Hardware Systems Assurance of your server(s).

a) Hardware Quality Assurance Services (Standard Environment):

Hardware Systems Assurance and Software Installation:

- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of our Application Servers
- Configure Disaster Recovery (VMware SRM)
- Install Operating System and Apply Updates
- Install SQL Server Standard and Apply Updates
- Install Enterprise Public Safety Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

#### **5. Message Switch Operating System Assurance Service**

We shall provide Message Switch Operating System Assurance, which includes:

a) Message Switch Operating System Assurance Services:

Operating System Assurance and Software Installation Services:

- Install and update Red Hat Linux Operating System
- Build system user-ids and applicable authorizations
- Migrate all Message Switch data from the old server to the new server (if applicable)
- Verify all scripts are adjusted for new machine
- Migrate all source code from old machine to the new machine
- Compile Enterprise Message Switch programs
- Assure Message Switch operation in the live environment
- Adjust any tables as needed during the assurance phase

# Griffiss International Airport

660 Hangar Road, Suite 223  
Rome, NY 13441

Telephone: 315-736-4171 Fax: 315-736-0568



ANTHONY J. PICENTE, JR.  
County Executive

EDWARD A. ARCURI  
Commissioner of Aviation

March 19, 2024

Anthony J. Picente, Jr.  
County Executive  
Oneida County  
800 Park Avenue  
Utica, NY 13501

FN 20 24-186

AIRPORT

WAYS & MEANS

Dear County Executive:

On September 13, 2023, the Board of Legislators approved Resolution number 285 which approved the acceptance of five possible grants from the Federal Aviation Administration. The Commissioner of Aviation has received verification the project to rehab Apron 1 and 2. As a result of this resolution's approval and the approval by the FAA, it is necessary to amend Capital Project H- AIR - 098 - Apron 1 & 2 Rehab Phase 1 Construction.

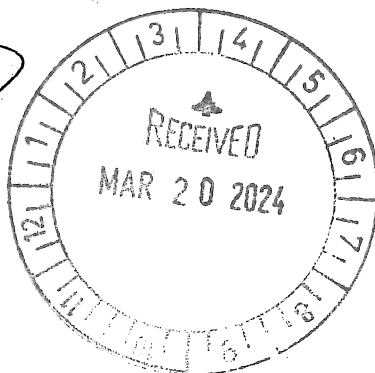
I therefore request your Board's approval to amend **Capital Project H-AIR 098 56102 - Capital Outlay - Apron 1 & 2 Rehab Phase 1 Construction:**

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Trans from General AIR 098-5031-000	\$ 17,850.00	\$ 322,976.00	\$ 340,826.00
Federal Aid AIR 098-4592	\$ 321,300.00	\$ 5,732,563.00	\$ 6,053,863.00
State Aid AIR 098-3589	\$ 17,850.00	\$ 318,476.00	\$ 336,326.00
Totals	<u>\$ 357,000.00</u>	<u>\$ 6,374,015.00</u>	<u>\$ 6,731,015.00</u>

Thank you for kind attention to this request.

Very truly yours,

Edward Arcuri  
Commissioner of Aviation



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 3-20-24

CC: Comptroller  
County Attorney



# Griffiss International Airport

660 Hangar Road, Suite 223  
Rome, NY 13441

Telephone: 315-736-4171 Fax: 315-736-0568



**ANTHONY J. PICENTE, JR.**  
County Executive

**EDWARD A. ARCURI**  
Commissioner of Aviation

March 19, 2024

Anthony J. Picente, Jr.  
County Executive  
Oneida County  
800 Park Avenue  
Utica, NY 13501

FN 20 24-187

AIRPORT

WAYS & MEANS

Dear County Executive:

On September 13, 2023, the Board of Legislators approved Resolution Number 285 which approved the acceptance of five possible grants from the Federal Aviation Administration. The Commissioner of Aviation has received verification the project of reconfiguration of Taxiway D, H, and G. As result of this resolution's approval and the approval by the FAA, it is necessary to establish a Capital Project H-AIR -121 – Realign Taxiways D, H, & G.

I therefore request the establishment of a capital project and request your Board's approval of the following:

A.) Establishment of **Capital Project H – AIR - 121 – Realign Taxiways D, H, & G**

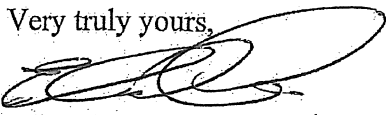
B.) Funding for the capital Project H – AIR – 121 is as follows:

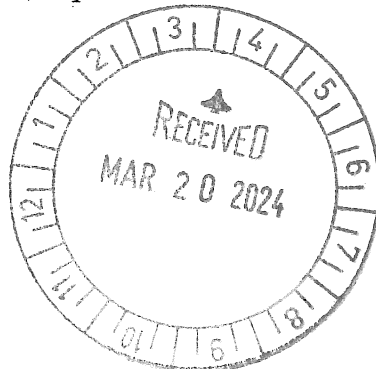
H – AIR – 121 – 4592 – Federal Aid .....	\$ 231,984.00
H – AIR – 121 - 3589 – State Aid.....	\$ 12,888.00
H – AIR – 121 – 5031-000 – Transfer / Other Fund.....	\$ <u>15,372.00</u>

**Totals** \$ 260,244.00

Thank you for kind attention to this request.

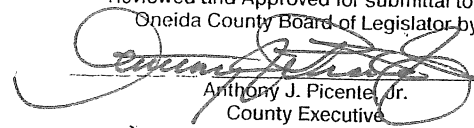
Very truly yours,

  
Edward Arcuri  
Commissioner of Aviation



CC: Comptroller  
County Attorney

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

  
Anthony J. Picente, Jr.  
County Executive

Date 3-20-24



# Griffiss International Airport

660 Hangar Road, Suite 223  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568

**ANTHONY J. PICENTE JR.**  
County Executive

**EDWARD ARCURI**  
Commissioner of Aviation

FN 20 24-188

March 20, 2024

**AIRPORT**

**WAYS & MEANS**

Hon. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Ave  
Utica, New York 13501

Re: Griffiss International Airport Rates and Fees Schedule 2024

Dear County Executive Picente:

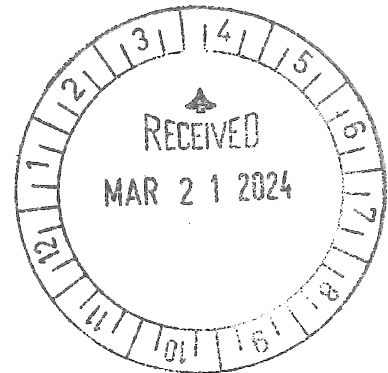
Please consider acceptance of the proposed amendments to the Rates and Fees Schedule and Financial Plan 2024 for Griffiss International Airport and the Department of Aviation. This document includes revenues, expenses, and financial goals along with a request approval of an updated Rates and Fees Schedule. The proposed changes to the Rates and Fees Schedule are based on recommendations received as part of the most recent appraisal of the Airport property.

If this proposal meets with your approval, please forward to the Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Edward A. Arcuri  
Commissioner of Aviation



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 3/20/24

# Griffiss International Airport Rates and Fees Schedule 2024

## Airport Financial Plan



## Introduction

This document provides framework for the financial plan for Griffiss International Airport (the "Airport"), General Aviation Airport, and the goal of the Airport to generate sufficient revenue to support its own operations and development. Oneida County is a federally obligated airport and must abide by all Federal Aviation Administration ("FAA") compliance regulations and procedures. This financial plan supports the Airport's obligation to comply with FAA Grant Assurances.

Very few airports have the ability to become financially self-sustaining. To do so requires sufficient annual revenue to cover the costs of both operating and capital expenses. However, as most airports lack the ability to become self-sustaining, there are economic benefits that are derived from the airport operations. These include direct, indirect, induced and tax economic benefits of an airport for the community and region served. These economic benefits exceed the day to day operational and maintenance costs.

The following describes the various revenues, expenses, and financial goals of the airport. A Rates and Fees Schedule that the airport requests to be implemented beginning May 1, 2024 is included.

## Revenue

Revenue at a General Aviation Airport, having a full-service Fixed Base Operator (FBO), can be derived from any of the following sources:

### I. Airport Revenue

#### 1. Operations

1. Land Leases
2. Hangar Leases
3. Building/Office Space Leases
4. Facility Use Fees:
  - a. Landing Fees
  - b. Tie-down Fee (long Term)
5. FBO Fuel Flowage Fee
6. Service Fees
  - a. Airport Security Access
  - b. Set-up Fees

#### 2. Capital

1. Grants (FAA, NYS DOT)
2. Surplus Operating Revenue

## II. FBO Revenue

### A. Operations

1. Hangar Leases (FBO held)
2. Building and/or office space leases (FBO held)
3. Fuel Sales
4. Aircraft Maintenance
5. Service Fees:
  1. Ground Handling
  2. Refueling
  3. Deicing
  4. Amenities for passenger and pilots
  5. Transient overnight aircraft:
    - a. Tie down (FBO held areas)
    - b. Hanger space (FBO held)

## Expenses

Typical expenses at a General Aviation Airport, may include the following:

### I. Operating Expenses

#### A. Personnel

1. Compensation and Benefits
2. Training
3. Travel

#### B. Communications and Utilities

1. Telephone
2. Electricity
3. Water
4. Heat

#### C. Supplies and Materials

#### D. Repairs and Maintenance

1. Facilities
2. Equipment

#### E. Contractual Services

#### F. Insurance

#### G. Miscellaneous

### II. Capital Expenses

#### A. Airport Improvement Projects

1. County Funded Projects
2. County share of Federal and/or State Grants

#### B. Equipment Acquisitions

**Financial Goals and Actions**

**I. Operating Revenue**

**A. Goals**

1. The first goal of the Airport is to generate sufficient revenue to pay for the cost of operating expenses.

**B. Actions**

1. Adopt an appropriately structured Rates and Fees Schedule.
2. Increase the number of hangar leases for business or corporate/business aircraft.
3. Increase Transient as well as local traffic for increased fuel sales and Fuel Flowage Fee revenue.
4. Begin land lease/development of the triangle and other suitable areas on the airport.

**II. Capital Expenses**

**A. Goals**

1. The second goal of the Airport is to have surplus operating revenue to pay the cost of capital expenses.

**B. Actions**

1. Assuming there is a surplus of operating revenue, limit the yearly total of capital expenses to that no greater than the available surplus.

**III. Budget Data**

Budget Data In 2020, the operating budget deficit was increased by 10% from 2019. In 2021 the budget deficit began to decrease 34% from 2020. From 2021 through 2022, the deficit numbers continued to be reduced by 40% and indicate the largest decrease in the airport budget deficit. In 2023 the year finished out with a substantial increase in revenue of 72% from the previous year with an increase in the deficit.

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
	Actual	Actual	Actual	Actual	Actual
Revenue	595,774	1,070,449	2,194,252	2,482,582	4,257,955
Expenses	4,832,184	5,747,868	5,292,282	4,334,310	7,195,122
Balances	(4,236,410)	(4,677,420)	(3,098,030)	(1,851,728)	(2,937,167)

## Rates and Fees Schedule

### I. Methodology

A. In accordance with the FAA Policy Regarding Airport Rates and Charges, June 21, 1996, and the FAA Order 5190.6B, Airport Compliance Manual, September 30, 2009, the County will adopt and implement a Rates and Fees Schedule using a compensatory basis to recover its operating and capital costs. A compensatory method is one in which a sponsor assumes all liability for airport costs and retains all airport revenue for its own use in accordance with federal requirements. Aeronautical users are charged only for the costs of the aeronautical facilities they use.

B. T-Hangar Rental Rate is based upon a comparative analysis of the rental rates adopted by other airports in the area. The Rental Rate adopted is to be competitive with other airports and capable of attracting and maintaining a high occupancy of tenants.

C. UAS Test Site - In working with our consultants there were no comparable facilities due to the test site being the only one of the seven UAS test sites operating on an FAA controlled airport with an active control tower facility in the United States. Due to the lack of comparable facilities, a calculation has been made on the costs of original construction, annual service contracts for technical support and maintenance, the portion of the Airport infrastructure itself that is used for the testing, the debt service on any of the County costs of construction, utilities, labor and equipment used by the Airport to sustain and support the testing.

D. SkyDome is the largest (known), indoor/outdoor instrumented Cyber Physical System (CPS) experimentation environment in the country that will support year-round development and testing of advanced UAS technologies including Radio Frequency (RF) spectrum for command and control and applications for detect and avoid, vehicle to vehicle to communications, mobile networking, CPS, and autonomous swarms. As a non-military indoor UAS flying facility, SkyDome is completely equipped with anechoic and shielding materials. Due to the lack of comparable facilities, a calculation has been made on the costs of original construction, annual service contracts for technical support and maintenance, the portion of the airport infrastructure itself that is used for the testing, the debt service on any of the County costs of construction, utilities, labor, and equipment used by the Airport to sustain and support the testing.

The daily fees for both the UAS Test Site and Skydome have been established to reflect a balance between revenue and expenses/investment.

### II. Rates and Fees Schedule

A. The Rates and Fees Schedule, as recommended by the Commissioner of Aviation to the Oneida County Executive and the Airport Committee and adopted by the Oneida County Board of Legislators, will establish rates and fees for the following sources of revenue:

1. Rent
2. Airport Facility Use Fees
3. FBO Fuel Flowage Fee
4. Self-Service Fuel Flowage Fee
5. Service Fees
6. NY UAS Test Site Fees
7. Skydome

**GRIFFISS INTERNATIONAL AIRPORT RATES AND FEES SCHEDULE**  
**Effective May 1, 2024**

**Ground Leasing of Unimproved Land (Includes CAM)**

Site Area	Annual Rental Rate Per Sq. Ft.	Escalator
Less than 1 Acre	\$0.300	3% annually
1.01 to 5 Acres	\$0.270	3% annually
5.01 to 10 Acres	\$0.189	3% annually
10.01 to 20 Acres	\$0.132	3% annually
20.01 to 50 Acres	\$0.093	3% annually
50 plus Acres	\$0.060	3% annually

**Ground Leasing of Ramp (Includes CAM)**

Site Area	Annual Rental Rate Per Sq. Ft.	Escalator
Less than 1 Acre	\$0.500	3% annually
1.01 to 5 Acres	\$0.470	3% annually
5.01 to 10 Acres	\$0.389	3% annually
10.01 to 20 Acres	\$0.332	3% annually

**T-Hangar Leasing (Includes CAM & Apron)**

Unit Type	Monthly Rental Rate	
	Unheated	Heated
Single	\$250 (Incl. Electric)	\$250 (Plus Electric)
Double	\$500 (Incl. Electric)	\$500 (Plus Electric)



## Corporate Hangar Leasing (Includes CAM & Apron) – Exclusive of Utilities

Building	Annual Rental Rate Per Sq. Ft.	Escalator
Building 41	\$6.25	3% annually
Building 100 (East Bay)	\$5.00	3% annually
Building 101 (Bay 5)	\$5.25	3% annually
Building 101 (Bay 6)	\$5.00	3% annually
Hangar 48	\$6.50	3% annually
Hangar 220	\$6.25	3% annually
Hangar 221	\$6.00	3% annually
Nose Dock 782	\$6.50	3% annually
Nose Dock 783	\$6.00	3% annually
Nose Dock 784	\$6.00	3% annually
Nose Dock 785	\$6.00	3% annually
Nose Dock 786	\$6.00	3% annually

## Fuel

Type	Item	Rate
Fuel	FBO Fuel Flowage Fees	\$0.08/gallon as sold by the FBO
Fuel	Self-Service Fuel Flowage Fees	\$0.08/gallon as sold by the FBO

## Services

Type	Rate	Notes
Airport Security Access - Contractors	\$90.00	Payable by check or money order -\$20 return check fee
Airport Security Access- Tenants	\$25.00	Payable by check or money order - \$20 return check fee
Airport Security Access- Replacement/Renewal	\$15.00	Payable by check or money order - \$20 return check fee
Demonstration Coordination and Set-up	Personnel Hourly Cost	\$75 per person per hour plus materials

## Facility Use Fees - (Federal, State and Local Government owned aircraft are exempt)

Item	Rate	Notes
Landing Fees	Based MRO's Tennant and Test Site Aircraft	No Fee
Landing Fee - Transient	As established by Million Air – no fee if minimum amount of fuel (aircraft specific) is purchased.	Collection by Million Air: 100% of gross payable to Oneida County
Ramp and Tie-Down Fees	As established by Million Air	Collection by Million Air: 50% of gross payable to Oneida County
Overnight Hangar Space	As established by Million Air	Collection by Million Air: 50% of gross payable to Oneida County

### UAS Test Fees (Plus additional cost of equipment and/or labor, if applicable)

Type	Item	Rate
SKYDOME Facility	Building Use	\$2,000.00 per day
NYUASTS	Operations and Test Site Use	\$1,500.00 per day
Mobile Operations Center	MOC Use	\$500.00 per day
Griffiss International Airport	Airport Maintenance Worker	\$75.00 per hour
Griffiss International Airport	Administrative Support	\$125.00 per hour



**ONEIDA COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
 George E. Carle Complex  
 5999 Judd Road, Oriskany, NY 13424  
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.  
 County Executive

MATTHEW S. BAISLEY  
 Commissioner

March 1, 2024

FN 20 24-189

Anthony J. Picente, Jr.  
 Oneida County Executive  
 800 Park Avenue  
 Utica, New York 13501

**PUBLIC WORKS**  
**WAYS & MEANS**

Dear County Executive Picente,

Attached is the master template for the 2024-2025 mowing agreements that Oneida County intends to establish with various municipalities to mow along County roads. Also included is a chart outlining the breakdown of mileages and payments for municipalities which may be interested in entering into one of these agreements.

In previous years, this agreement was for a single year only. Starting this cycle, the Department of Public Work intends for it to be for two years, to align it with similar agreements for snow removal and to reduce the administrative burden caused by annual renewals.

Under the proposed master template, the municipalities will receive Four Hundred Thirty-Five dollars and Zero cents (\$435.00) per mile in 2024 and Four Hundred Forty-Five dollars and Zero cents (\$445.00) per mile in 2025. The total cost is anticipated not to exceed \$522,271.20 (\$258,168.15 for year one and \$264,103.05 for year 2) across all municipalities.

If you approve of the foregoing, please forward this request to the Board of Legislators for consideration at its next meeting.

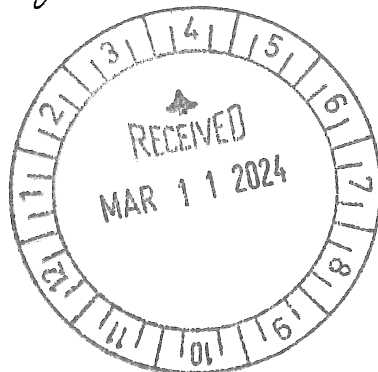
Thank you in advance for your consideration.

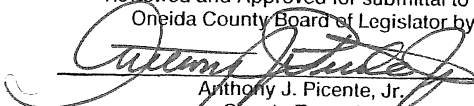
Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
 Commissioner

Enclosures



Reviewed and Approved for submittal to the  
 Oneida County Board of Legislators by  
  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 3-11-24

Oneida Co. Department: Public Works

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Municipalities in Oneida County

**Title of Activity or Service:** Mowing along County Roads

**Proposed Dates of Operation:** May 1, 2024 to November 1, 2024 (First Term)  
May 1, 2025 to November 1, 2025 (Second Term)

**Client Population/Number to be Served:** Oneida County Residents and those who travel on Oneida County Roads

**Mandated/Non-Mandated:** Non-mandated

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Participating Municipality to mow along Oneida County Roads in right-of-ways and around intersections at the rate of \$435.00 per mile for 2024 and \$445.00 per mile for 2025.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** NTE \$522,271.20 for all municipalities **Account # D5110.495**  
(\$258,168.15 for year 1)  
(\$264,103.05 for year 2)

**Oneida County Dept. Funding Recommendation:** NTE \$522,271.20

**Proposed Funding Sources (Federal \$/State \$/County \$):** County

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This agreement is an effort to utilize existing resources to accomplish a common goal.

INTERMUNICIPAL AGREEMENT  
FOR MOWING SERVICES

This Intermunicipal Agreement for Mowing Service (“Agreement”) is by and between the County of Oneida (“County”), a New York municipal corporation with principal offices located at 800 Park Avenue, Utica, New York 13501, and the \_\_\_\_\_ of \_\_\_\_\_ (“Municipality”), a New York municipal corporation with principal offices located at \_\_\_\_\_. The County and the Municipality are each a “Party” and together, the “Parties”.

WHEREAS, the County proposes that the Municipality perform roadside mowing on the improved County road system located within the geographical boundaries of the Municipality for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations may agree for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the governing body of the Municipality has adopted a resolution accepting the proposal of the County and authorizing the Municipality to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution authorizing the County to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

- 1.1. The term of this Agreement shall be from May 1, 2024 to November 1, 2024 (“First Term”).
- 1.2. This Agreement will automatically renew for one additional term that shall begin May 1, 2025, and end November 1, 2025 (“Second Term”).

2. SCOPE OF WORK

- 2.1. The Municipality shall mow, cut down, or otherwise remove grass, weeds, and shrubs from the right-of-way of certain roads (hereinafter referred to as the “Work”).
- 2.2. The Parties hereby agree that said roads consist of (###) miles of improved County roads located within the geographical boundaries of the Municipality, further described in the Roadside Mowing Costs summary, attached hereto and made a part hereof as Exhibit A.
- 2.3. The Municipality shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and

fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.

2.4. The Municipality shall mow the right-of-way portions of the Roads in the following order:

2.4.1 A first pass, which shall include ditches and around all intersections and driveways;

2.4.2 A second pass, which shall include all of the County's right-of-way, as practicable; and

2.4.3 A third pass, which shall be at the option of the County's Deputy Commissioner of Highways and Bridges, or his designee, and shall include ditches and around all intersections and driveways.

### 3. PERFORMANCE OF WORK

3.1. The Municipality shall secure and maintain safe Work sites and conditions in accordance with all applicable state and federal laws. In particular, the Municipality shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

3.2. The Municipality shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.

3.3. The Municipality shall be responsible for providing its employees and/or subcontractors all necessary safety equipment. It shall take all appropriate precautions for the safety of employees or subcontractors on the Work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.

3.4. The Municipality represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.

3.5. The Municipality shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

### 4. PAYMENT

4.1. For Work performed in the First Term the County shall pay the Municipality Four Hundred Thirty-Five Dollars and Zero Cents (\$435.00) per mile, for a total cost not to exceed \_\_\_\_\_ Dollars and Zero Cents.

- 4.2. For Work performed in the Second Term the County shall pay the Municipality Four Hundred Forty-Five Dollars and Zero Cents (\$445.00) per mile, for a total cost not to exceed \_\_\_\_\_ Dollars and Zero Cents.
- 4.3. The County shall pay Municipality on a Work-completed basis. In order to receive payment, the Municipality shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Municipality to complete the Work.
- 4.4. The County shall have no liabilities to the Municipality other than the amount specified above.
- 4.5. The County shall not be liable for late fees or interest on late payments.
- 4.6. The County reserves the right to offset payment under this Agreement due to the Municipality's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.7. It is understood and agreed that the County shall not be responsible for any costs incurred by the Municipality prior to the effective date of each of the First Term and Second Term, incurred between the First Term and Second Term, or incurred following the termination of this Agreement.

5. NON-ASSIGNMENT

- 5.1. Except as provided in Section 6.1 each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

- 6.1. The Municipality may, at the Municipality's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.
- 6.2. A subcontractor is a person who has an agreement with the Municipality to perform any of the Work described herein.
- 6.3. The Municipality agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Municipality proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Municipality and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.



- 6.4. Agreements between the Municipality and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits.

## 7. INDEMNIFICATION

- 7.1. The obligations of the Municipality under this section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.
- 7.2. To the fullest extent permitted by law, the Municipality agrees that it shall defend, indemnify and hold harmless the County and its officers, directors, members, agents, employees, servants and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Municipality and its officers, agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Municipality or failure on the part of the Municipality to comply with any of the covenants, terms or conditions of this Agreement or any law. The Municipality shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads. The Municipality further shall save the County harmless from all claims for labor or materials used in the Municipality's performance under this Agreement.

## 8. INSURANCE REQUIREMENTS

- 8.1. The Municipality shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - 8.1.1 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. Contractor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period and

maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

- 8.1.2 Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.1.3 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.
- 8.1.4 Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- 8.2. Waiver of Subrogation: Municipality waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.3. The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve Municipality of any of the insurance requirements, nor decrease the liability of the Municipality. The County reserves the right to require Municipality to provide insurance policies for review by the County. Municipality grants the County a limited power of attorney to communicate with the Municipality's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

## 9. INDEPENDENT CONTRACTOR STATUS

- 9.1. For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Municipality and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid

absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

- 9.2. The County shall not make any withholding from payments for taxes or any other obligations. The Municipality shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Municipality shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

## 10. TERMINATION

- 10.1. The County shall give written notice to the Municipality of any breach of the terms and conditions of this Agreement. The Municipality shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Municipality has failed to cure the breach after seventy-two (72) hours, the County may immediately stop the Work or terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost payments, Municipality expenses, or any other damages.
- 10.2. Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days' written notice of termination to the other Party. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.
- 10.3. The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Municipality by certified mail to the address of the Municipality first set forth above. In such an event, the County shall be under no further obligation to the Municipality other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

11. CHOICE OF LAW AND FORUM

- 11.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 11.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State court of competent jurisdiction sitting in Oneida County, New York or, if appropriate, in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

- 12.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

- 13.1. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

14. ENTIRE AGREEMENT

- 14.1. This Agreement contains the binding agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

15. INCORPORATION BY REFERENCE

- 15.1. The Roadside Mowing Costs summary is attached hereto and made a part hereof as Exhibit A
- 15.2. The Municipality shall abide by the Addendum - Standard Oneida County Conditions, which incorporated herein and attached as Exhibit B.
- 15.3. All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

- 16.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

- 17.1. A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.
- 17.2. Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.
- 17.3. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

- 18.1. The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

- 19.1. The Municipality’s signatory hereby represents, warrants, personally guarantees and certifies that: he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; and the execution and delivery by the Municipality’s signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Municipality. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

- 20.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

21. COUNTERPARTS

- 21.1. This Agreement may be executed in counterparts, each of which shall be deemed an original.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands.

COUNTY OF ONEIDA

---

Anthony J. Picente, Jr.  
County Executive

Date: \_\_\_\_\_

MUNICIPALITY

---

[insert name]  
[insert title]

Date: \_\_\_\_\_

Approved:

---

Andrew Dean, Esq.  
Deputy County Attorney-Administration

# Exhibit A

(Roadside Mowing Costs Summary)

## Exhibit B

(Standard Oneida County Conditions)



**2024 ROADSIDE MOWING COSTS**

<b>Town</b>	<b>County Centerline Miles</b>	<b>Rate Per Mille</b>	<b>Cost</b>
ANNSVILLE	16.92	\$ 435.00	\$ 7,360.20
AUGUSTA	18.42	\$ 435.00	\$ 8,012.70
AVA	15.82	\$ 435.00	\$ 6,881.70
BOONVILLE	17.86	\$ 435.00	\$ 7,769.10
BRIDGEWATER	13.34	\$ 435.00	\$ 5,802.90
CAMDEN	24.25	\$ 435.00	\$ 10,548.75
DEERFIELD	17.82	\$ 435.00	\$ 7,751.70
FLORENCE	26.17	\$ 435.00	\$ 11,383.95
FLOYD	27.00	\$ 435.00	\$ 11,745.00
FORESTPORT	15.30	\$ 435.00	\$ 6,655.50
KIRKLAND	24.36	\$ 435.00	\$ 10,596.60
LEE	23.01	\$ 435.00	\$ 10,009.35
MARCY	27.85	\$ 435.00	\$ 12,114.75
MARSHALL	17.13	\$ 435.00	\$ 7,451.55
NEW HARTFORD	20.37	\$ 435.00	\$ 8,860.95
PARIS	27.40	\$ 435.00	\$ 11,919.00
REMSEN	21.02	\$ 435.00	\$ 9,143.70
ROME	17.42	\$ 435.00	\$ 7,577.70
SANGERFIELD	14.80	\$ 435.00	\$ 6,438.00
STEUBEN	22.64	\$ 435.00	\$ 9,848.40
TRENTON	28.05	\$ 435.00	\$ 12,201.75
VERNON	22.03	\$ 435.00	\$ 9,583.05
VERONA	34.32	\$ 435.00	\$ 14,929.20
VIENNA	18.92	\$ 435.00	\$ 8,230.20
WESTERN	17.32	\$ 435.00	\$ 7,534.20
WESTMORELAND	36.31	\$ 435.00	\$ 15,794.85
WHITESTOWN	27.64	\$ 435.00	\$ 12,023.40
<b>TOTALS</b>	<b>593.49</b>		<b>\$ 258,168.15</b>

**2025 ROADSIDE MOWING COSTS**

<b>Town</b>	<b>County Centerline Miles</b>	<b>Rate Per Mille</b>	<b>Cost</b>
ANNSVILLE	16.92	\$ 445.00	\$ 7,529.40
AUGUSTA	18.42	\$ 445.00	\$ 8,196.90
AVA	15.82	\$ 445.00	\$ 7,039.90
BOONVILLE	17.86	\$ 445.00	\$ 7,947.70
BRIDGEWATER	13.34	\$ 445.00	\$ 5,936.30
CAMDEN	24.25	\$ 445.00	\$ 10,791.25
DEERFIELD	17.82	\$ 445.00	\$ 7,929.90
FLORENCE	26.17	\$ 445.00	\$ 11,645.65
FLOYD	27.00	\$ 445.00	\$ 12,015.00
FORESTPORT	15.30	\$ 445.00	\$ 6,808.50
KIRKLAND	24.36	\$ 445.00	\$ 10,840.20
LEE	23.01	\$ 445.00	\$ 10,239.45
MARCY	27.85	\$ 445.00	\$ 12,393.25
MARSHALL	17.13	\$ 445.00	\$ 7,622.85
NEW HARTFORD	20.37	\$ 445.00	\$ 9,064.65
PARIS	27.40	\$ 445.00	\$ 12,193.00
REMSEN	21.02	\$ 445.00	\$ 9,353.90
ROME	17.42	\$ 445.00	\$ 7,751.90
SANGERFIELD	14.80	\$ 445.00	\$ 6,586.00
STEBEN	22.64	\$ 445.00	\$ 10,074.80
TRENTON	28.05	\$ 445.00	\$ 12,482.25
VERNON	22.03	\$ 445.00	\$ 9,803.35
VERONA	34.32	\$ 445.00	\$ 15,272.40
VIENNA	18.92	\$ 445.00	\$ 8,419.40
WESTERN	17.32	\$ 445.00	\$ 7,707.40
WESTMORELAND	36.31	\$ 445.00	\$ 16,157.95
WHITESTOWN	27.64	\$ 445.00	\$ 12,299.80
<b>TOTALS</b>	<b>593.49</b>		<b>\$ 264,103.05</b>

## ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:



- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that



delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



**ONEIDA COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.  
County Executive

MATTHEW S. BAISLEY  
Commissioner

March 1, 2024

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 24-190

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Attached is a master template agreement for the 2024-2025 ditching agreements that Oneida County intends to establish with various municipalities to ditch County roads.

In previous years, this agreement was for a single year only. Starting this cycle, the Department of Public Work intends for these agreements to be for two years, to align them with similar agreements for snow removal and to reduce the administrative burden caused by annual renewals.

The municipalities will provide up to 40 hours of ditching service per year, and in exchange shall receive up to \$13,600.00 per year (for a total of 80 hours and \$27,200.00). The County will pay the municipality at the combined equipment and labor rates established by the Federal Emergency Management Agency for governments and private non-profits.

If you approve of the foregoing, please forward this request to the Board of Legislators for consideration at its next meeting.

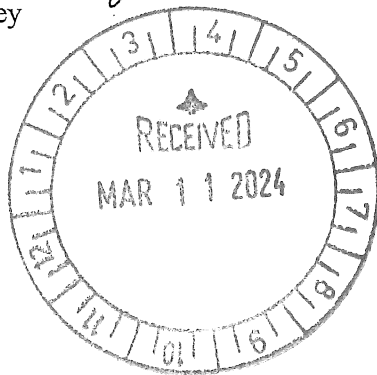
Thank you in advance for your consideration.

Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
Commissioner

Enclosures



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 3-11-24

Oneida Co. Department: Public Works

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other       X      

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Municipalities in Oneida County

**Title of Activity or Service:** Ditching along County Roads

**Proposed Dates of Operation:** May 1, 2024 to November 1, 2024 (first term)  
May 1, 2025 to November 1, 2025 (second term)

**Client Population/Number to be Served:** Oneida County Residents and those who travel on Oneida County Roads

**Mandated/Non-Mandated:** Non-mandated

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Participating municipalities will ditch along County Roads at rates established in Exhibit B (as may be updated), for up to a total of 40 hours per year and up to \$13,600.00 per year (80 hours/\$27,200.00 total).
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** Up to \$13,600/year per participating municipality. **Account # D5110.495**  
NTE \$27,200.00

**Oneida County Dept. Funding Recommendation:** Up to \$13,600/year per municipality;  
NTE \$27,200.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This agreement is an effort to utilize existing resources to accomplish a common goal.

INTERMUNICIPAL AGREEMENT  
FOR DITCHING SERVICES

This Intermunicipal Agreement for Ditching Services (the "Agreement") is by and between the County of Oneida ("County"), a New York municipal corporation with principal offices located at 800 Park Avenue, Utica, New York 13501, and \_\_\_\_\_ (hereinafter referred to as the "Municipality"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at \_\_\_\_\_ (each a Party and collectively, the "Parties").

WHEREAS, the County proposes that the Municipality perform roadside ditching on the improved County road system located within the geographical boundaries of the Municipality for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations may agree for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the governing body of the Municipality has adopted a resolution accepting the proposal of the County and authorizing the Municipality to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution authorizing the County to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

- 1.1. The term of this Agreement shall be from May 1, 2024 to November 1, 2024 ("First Term").
- 1.2. This Agreement will automatically renew for one additional term that shall begin May 1, 2025, and end November 1, 2025 ("Second Term").

2. SCOPE OF WORK

- 2.1. The Municipality shall ditch, trench, excavate and drain the right-of-way portions of County roads from within the geographical boundaries of the Municipality, or within the designated areas as directed by the County (collectively, the "Work").
- 2.2. The Municipality shall remove, transport, and dispose of excess soil removed from said right-of-way portions of roads.
- 2.3. The Municipality shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and

fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.

- 2.4. The Municipality agrees to expend up to forty (40) hours of Work for each of the First Term and the Second Term of this Agreement.

### 3. PERFORMANCE OF WORK

- 3.1. The Municipality shall secure and maintain safe Work sites and conditions in accordance with all applicable state and federal law. In particular, the Municipality shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- 3.2. The Municipality shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
- 3.3. The Municipality shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.
- 3.4. The Municipality represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.5. The Municipality shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

### 4. PAYMENT

- 4.1. The County shall pay the Municipality for the Work, including its labor and equipment, at the combined rate set forth by the Federal Emergency Management Agency ("FEMA") Schedule of Equipment Rates for Governments and Private Non-Profits. A table of the most current such FEMA rates is annexed as Exhibit B and is updated by FEMA annually.
- 4.2. The County shall not pay more than \$13,600.00 to the Municipality for the First Term and shall not pay more than \$13,600.00 to the Municipality for the Second Term.
- 4.3. The County shall pay the Municipality on a work-completed basis. The Municipality shall submit a detailed invoice to the County that provides the dates, locations, equipment and labor used by the Municipality to complete the Work in order to receive payment.

- 4.4. The County shall have no liabilities to the Municipality other than the amount specified above.
- 4.5. The County shall not be liable for late fees or interest on late payments.
- 4.6. The County reserves the right to offset payment under this Agreement due to the Municipality's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.7. It is understood and agreed that the County shall not be responsible for any costs incurred by the Municipality prior to the effective date of each of the First Term and Second Term, incurred between the First Term and Second Term, or incurred following the termination of this Agreement.

5. NON-ASSIGNMENT

- 5.1. Except as provided in Section 6.1, each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

- 6.1. The Municipality may, at the Municipality's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.
- 6.2. A subcontractor is a person who has an agreement with the Municipality to perform any of the Work described herein.
- 6.3. The Municipality agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Municipality proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Municipality and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.
- 6.4. Agreements between the Municipality and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits.

7. INDEMNIFICATION

- 7.1. The obligations of the Municipality under this section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.

7.2. To the fullest extent permitted by law, the Municipality agrees that it shall defend, indemnify and hold harmless the County and its officers, directors, members, agents, employees, servants and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Municipality and its officers, agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Municipality or failure on the part of the Municipality to comply with any of the covenants, terms or conditions of this Agreement or any law. The Municipality shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Municipality further shall save the County harmless from all claims for labor or materials used in the Municipality's performance under this Agreement.

## 8. INSURANCE REQUIREMENTS

8.1. The Municipality shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

8.1.1. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. Contractor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

8.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

8.1.3. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles.

The County shall be included as an additional insured on a primary and non-contributing basis.

8.1.4. Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

8.2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8.3. The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

## 9. INDEPENDENT CONTRACTOR STATUS

9.1. For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Municipality and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.



- 9.2. The County shall not make any withholding from payments for taxes or any other obligations. The Municipality shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Municipality shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

## 10. TERMINATION

- 10.1. The County shall give written notice to the Municipality of any breach of the terms and conditions of this Agreement. The Municipality shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Municipality has failed to cure the breach after seventy-two (72) hours, the County may immediately order a stop of Work or terminate this Agreement and no liability shall be incurred by or arise against the County, its officers, agents and employees therefore for lost payments, Municipality expenses, or any other damages.
- 10.2. Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days' written notice of termination to the other Party. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.
- 10.3. The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Municipality by certified mail to the address of the Municipality first set forth above. In such an event, the County shall be under no further obligation to the Municipality other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

## 11. CHOICE OF LAW AND FORUM

- 11.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 11.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State court of competent jurisdiction sitting in Oneida County, New York or, if appropriate, in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

12.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

13.1. If any provision of this Agreement or any part thereof is adjudicated to be void or unenforceable, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

14. ENTIRE AGREEMENT

14.1. This Agreement contains the binding agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

15. INCORPORATION BY REFERENCE

15.1. The Addendum - Standard Oneida County Conditions is attached hereto as Exhibit A and incorporated into this Agreement.

15.2. The FEMA Schedule of Equipment Rates for Governments and Private Non-Profits is attached hereto as Exhibit B and, if amended by FEMA, any amendment shall be incorporated into this Agreement.

15.3. All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

16.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

17.1. A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.

17.2. Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

17.3. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

18.1. The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

19.1. The Municipality’s signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Municipality’s signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Municipality. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

20.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

21. COUNTERPARTS

21.1. This Agreement may be executed in counterparts, each of which shall be deemed an original.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands.

COUNTY OF ONEIDA

\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

Date: \_\_\_\_\_

MUNICIPALITY

\_\_\_\_\_  
[insert name]  
[insert title]

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Andrew Dean, Esq.  
Deputy County Attorney-Administration

# Exhibit A

(Standard Oneida County Conditions)

# Exhibit B

(Current FEMA Rates)

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a



criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records



shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
			Miscellaneous Tank Mounted Air Compressors					
1	8010	Air Compressor	80/25	41 CFM	to 10	Hoses included	hour	\$1.28
2	8011	Air Compressor	Multiquip D151005SK4F	103 CFM	to 30	Hoses included	hour	\$20.32
3	8012	Air Compressor	Sullivan-Palatek D130Q6LZ	130 CFM	to 50	Hoses included	hour	\$28.56
4	8013	Air Compressor	Grimmer-Schmidt 175	175 CFM	to 90	Hoses included	hour	\$31.69
5	8014	Air Compressor	Sullivan-Palatek D375QH6CA	400 CFM	to 145	Hoses included	hour	\$68.71
6	8015	Air Compressor	Grimmer-Schmidt 800	575 CFM	to 230	Hoses included	hour	\$108.12
7	8016	Air Compressor	Ingersoll Rand XP1200WCU	1100 CFM	to 355	Hoses included	hour	\$172.25
8	8017	Air Compressor	Sullair 1600DTQCA	1600 CFM	to 500	Hoses included	hour	\$182.81
9	8040	Ambulance		GVW 8600 Pounds	to 298		hour	\$39.28
10	8041	Ambulance		GVW 11000 Pounds	to 414		hour	\$48.32
11	8050	Board, Arrow	Miscellaneous Trailer mounted Arrow Boards		to 8	Trailer Mounted	hour	\$5.71
12	8051	Board, Message	Miscellaneous CMSBB1		to 5	Trailer Mounted	hour	\$11.62
13	8060	Auger, Portable	Miscellaneous One Man Wheel Mount	16 in.	to 6		hour	\$2.07
14	8061	Auger, Portable	Miscellaneous Portable Earth Auger	18 in.	to 13		hour	\$5.09
15	8062	Auger, Tractor Mntd	Miscellaneous 1 1/2" Auger Mount	36 in.	to 13	Includes digger, boom & mounting hardware	hour	\$2.77
16	8063	Auger, Truck Mntd	Miscellaneous DH-Avg	24 in.	to 100	8'x8'x10' Drophammer	hour	\$48.94
17	8064	Hydraulic Post Driver	Miscellaneous Vib-Avg	24 in.	to 100	Hyd. Impact Hammer	hour	\$55.28
18	8065	Auger	Horizontal Directional Boring Machine	250 X 100	to 300	DD-140B YR-2003	hour	\$235.66
20	8067	Auger, Directional Boring Machine	Miscellaneous 7K - Horizontal Drilling Machines	7,000 lbs	to 25	Maximum Thrust 7K Lbs	hour	\$80.23
21	8067-1	Directional Boring Machine	Vermeer D24X40A (disc. 2001)	Spindle Torque 4000 ft/lb	to 125		hour	\$196.01
22	8068	Bush Hog	New Holland 272GM5	72-IN cutting width	0		hour	\$14.58
23	8068-1	Bush Hog	Vermeer MC3700	12-FT cutting width	0		hour	\$8.56
24	8068-2	Bush Hog	Bush Hog 2820 Average Retail Rental Rates	85-IN cutting width	0		hour	\$47.50
25	8070	Automobile	2018 Ford Fusion S Sedan MSRP		to 130		hour	\$0.68
26	8071	Automobile	2007 Ford F150 XL Reg Cab 4x2		to 130		hour	\$25.80
28	8073	Automobile, Police	2018 Ford Police Interceptor sedan MSRP, Ford Government Sales		to 250		hour	\$19.89
29	8074	Automobile, Police	Ford Explorer		to 210		hour	\$22.91
30	8075	Motorcycle, Police	Honda ST1300PA Police Motorcycle MSRP		0		hour	\$0.63
31	8076	Automobile - Chevy Trailblazer	Avalanche 4x4 Gas (Disc. 2009)		to 282		mile	\$42.27
32	8077	Automobile - Ford Expedition	On-Highway Light Duty Trucks - 4X4 1 1/2 310 CONV DIESEL		to 310	Fire Command Center	hour	\$30.20
33	8078	MRAP Armored Rescue Vehicle	Military Surplus Vehicle		375-450		hour	\$64.18
34	8079	MRAP C-MTV	gvw 55000 Lbs		to 350		hour	\$59.91
35	8080	All Terrain Vehicle	Polaris Youth Sportsman 110 EFI	6.5-7.5			hour	\$10.37
36	8081	All Terrain Vehicle	Polaris Youth Phoenix 200	7.6-8.6			hour	\$11.14
37	8082	All Terrain Vehicle	Ranger 150 EFI	9.0-10.0			hour	\$14.84
38	8083	All Terrain Vehicle	RZR 200 EFI	12-14.0			hour	\$13.01
39	8084	All Terrain Vehicle	Factored from 8080 (\$5/act)	15-17			hour	\$6.24
40	8085	All Terrain Vehicle	Vitacci Terminator 300cc	18-20			hour	\$7.54
41	8086	All Terrain Vehicle	Gasoline	26-28		Rate interpolated	hour	\$12.52
42	8087	All Terrain Vehicle	Gasoline	26-28		Rate interpolated	hour	\$13.46
43	8088	All Terrain Vehicle	Gasoline	38-40		Rate interpolated	hour	\$17.20
44	8089	All Terrain Vehicle		44-46		Rate interpolated	hour	\$19.07
45	8090	All Terrain Vehicle	Polaris Ranger XP900	to 100			hour	\$21.87
46	8091	All Terrain Vehicle		0		Rate interpolated	hour	\$23.74
47	8110	Barge, Deck	Miscellaneous Deck Cargo Barges		0		hour	\$50.80
48	8111	Barge, Deck	Miscellaneous 300 - Deck Cargo Barges	50'x35'x9'	N/A	Push by Tug-Boat	hour	\$53.15
49	8112	Barge, Deck	Miscellaneous Deck 1100 - Deck Cargo Barges	120'x45'x10-FT	N/A	Push by Tug-Boat	hour	\$93.74
50	8113	Barge, Deck	Miscellaneous 1250 - Deck Cargo Barges	140'x45'x10-FT	N/A	Push by Tug-Boat	hour	\$103.75

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
51	8120	Boat, Tow	Miscellaneous 55 - Tow Boats	50' - 64'	to 870	Steel	hour	\$411.90
52	8121	Boat, Tow	Miscellaneous 60 21 - Tow Boats	50' - 64'	to 1050	Steel	hour	\$481.57
53	8122	Boat, Tow	Miscellaneous 70 30 - Tow Boats	65' - 99'	to 1350	Steel	hour	\$712.28
54	8123	Boat, Tow	Miscellaneous 120 - Tow Boats	100' - 124'	to 2000	Steel	hour	\$1,330.55
55	8124	Airboat	815 AGIS Airboat w/spray unit		to 556		hour	\$32.18
56	8125	Airboat	815 AGIS Airboat w/spray unit		to 450		hour	\$32.53
57	8126	Swamp Buggy	ARGO Conquest 800 Outfitter		to 36		hour	\$35.99
58	8129	Compactor, 2-ton pavement roller	Bid-well 2450	to 76'	to 40		hour	\$30.10
59	8130	Boat, Row	Miscellaneous Rowboat		N/A	Heavy duty	hour	\$1.20
60	8131	Boat, Runabout	Marine Equipment Runabouts - 13		to 60		hour	\$20.51
61	8132	Boat, Tender	Marine Equipment Tenders - 12	to 16'	to 100	Inboard with 360 degree drive	hour	\$59.16
62	8133	Boat, Push	Miscellaneous 400 - Push Boats	to 49'	to 435	Flat hull	hour	\$254.40
63	8134	Boat, Push	Miscellaneous 525 - Push Boats	50' - 74'	to 525	Flat hull	hour	\$911.94
64	8135	Boat, Push	Miscellaneous 705 - Push Boats	50' - 74'	to 705	Flat hull	hour	\$400.41
65	8136	Boat, Push	Miscellaneous 870 - Push Boats	50' - 74'	to 870	Flat hull	hour	\$460.26
66	8137	Boat, Debris Removal Skiff	Debris Removal Skiff	Length 48'	to 200	New 2023 rate	hour	\$154.85
67	8138	Boat, Jet	Boat, Jet (Woolridge Xtra Plus Inboard)	Length 20' 4"	to 100	Shallow Draft	hour	\$30.93
68	8140	Boat, Tug	Miscellaneous 100 - Inland Tug Boats	Length 16'	to 100	Shallow Draft	hour	\$54.53
69	8142	Boat, Tug	Miscellaneous 175 - Inland Tug Boats	Length 18'	to 175	With Steering Nozzle	hour	\$88.35
70	8147	Boat, Tug	Miscellaneous 250 - Inland Tug Boats	Length 26'	to 250	With Steering Nozzle	hour	\$118.32
71	8143	Boat, Tug	Miscellaneous 380 - Inland Tug Boats	Length 40'	to 380	Standard Rudder	hour	\$238.82
72	8144	Boat, Tug	Miscellaneous 700 - Inland Tug Boats	Length 51'	to 700	Twin Screw	hour	\$372.31
73	8145	Jet Ski	2002 Seadoo GTX	Gasoline	to 155		hour	\$34.32
74	8146	Jet Ski	2018 Seadoo GTX	Gasoline	to 200		hour	\$10.66
75	8147	Boat, Inflatable Rescue Raft	Zodiac C310 Solid 10'2"		0	No outboard engine. Max for the C310 is 10-HP.	hour	\$1.40
76	8148	Boat, Runabout	Marine Equipment Runabouts - 13	Gasoline	to 50		hour	\$20.51
77	8149	Boat, removable engine	2000 Johnson Outboard Motor	Gasoline	to 220		hour	\$1.96
78	8150	Self Propelled Pavement Brooms	Lay-Mor 6HC/BHC		to 37		hour	\$69.04
79	8151	Self Propelled Pavement Brooms	Broce RC-350 (disc. 2011)	96"	to 76		hour	\$95.85
80	8153	Broom, Pavement, Mounted	Miscellaneous TRAC MOUNT PTO DRIVE - For Mounting Pavement Brooms	72"		Power Takeoff	hour	\$4.59
81	8154	Broom, Pavement, Pull	Miscellaneous TRACTION PT - Pull Type	84"		Pull Type	hour	\$35.45
82	8154-1	Skid Steer for Broom	Bobcat 453 (disc. 2001)		to 15.7	for propelling mounted broom	hour	\$27.47
83	8155	Self Propelled Pavement Brooms	Terramite TSS46	6 or 8-FT broom heads	to 33		hour	\$63.05
84	8157	Sweeper, Pavement	Elgin - Pelican SE	66" & 36" broom widths, 3.6-CY hopper	to 100		hour	\$184.20
85	8158	Sweeper, Pavement	Five Star - Broom Bear	Max 120" sweep width, 4.5-CY hopper	to 230	Freightliner FL70 engine	hour	\$215.77
86	8180	Bus			to 185		hour	\$41.46
87	8181	Bus			to 100		hour	\$51.99
88	8182	Bus			to 230		hour	\$49.13
89	8183	Blower			to 27		hour	\$19.08
90	8183-1	Mosquito Sprayer	Adapco - Guardian 95 ES	to 186 CFM	to 9.5	Trailer Mounted	hour	\$29.33
91	8184	Back-pack Blower			to 4.4		hour	\$1.90
92	8185	Walkbehind Blower			to 13		hour	\$8.46
93	8187	Chainsaw	Bar Length = 20"	3.0 cu in	to 3	Heavy Duty	hour	\$1.96
94	8188	Chainsaw	Bar Length = 20"	5.0 cu in	to 6	Heavy Duty	hour	\$3.16
95	8189	Chainsaw	Bar Length = 20"	6.0 cu in	to 7	Heavy Duty	hour	\$3.57
96	8190	Chainsaw	Bar Length = 16"	2.5 cu in	to 2	Light Duty	hour	\$2.02
97	8191	Chainsaw	Bar Length = 25"	7.0 cu in	to 9	Heavy Duty	hour	\$4.79
98	8192	Chainsaw, Pole	Bar Length = 18"		N/A	Hydraulic	hour	\$2.76
99	8193	Skidder, Log	Deere 748E (disc. 1995)	11.52 ft2	to 165		hour	\$116.10
100	8194	Skidder, Log	Deere 648E II (disc. 2000)	10.45 ft2	to 153		hour	\$120.55
101	8195	Cutter, Brush	Kershaw 600 (disc. 1998)	7 ft 8 in.	to 185	Cutting Width	hour	\$199.24
102	8196	Cutter, Brush	Kershaw 10-8 (disc. 1993)	7 ft 8 in	to 210	Cutting Width	hour	\$158.04
103	8197	Cutter, Brush	Kershaw 1200 (disc. 2010)	9 ft 9 in	to 245	Cutting Width. Will process up to 8" diameter material	hour	\$193.89
104	8198	Buncher, Cutter	Caterpillar 511 Felber Buncher	26.6 ft reach	to 247		hour	\$229.05

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
105	8199	Log Trailer	Log Trailer (Fixed Gooseneck Trailer Level 3 40)	40 tons	N/A	Deck Length 13 - 47 ft	hour	\$15.77
106	8200	Chipper, Brush	Woodchuck WC-9HD (disc. 2000)		to 37		hour	\$42.15
107	8201	Chipper, Brush	Bandit 65 (disc. 2002)	6 in	to 33		hour	\$55.16
108	8202	Chipper, Brush	Vermeer 1600A (disc. 2002)	8 in	to 100	Trailer Mounted	hour	\$68.02
109	8203	Chipper, Brush	Mitts & Merrill K12E6 (disc. 2006)	8 in	to 125	Trailer Mounted	hour	\$72.28
110	8204	Chipper, Brush	Morbark Eger Beaver 1922	19 in	to 174		hour	\$137.84
111	8208	Loader - Tractor - Knuckleboom	2022 Barko 595ML Crawler Mounted Log Loader	7,770 lbs (32' radius) to 38,180 lbs 12' radius	to 165		hour	\$197.06
112	8209	Loader - Wheel	Deere 644L Hybrid	4.3 cu yd	to 231		hour	\$94.20
113	8210	Clamshell & Dragline, Crawler	Northwest 50-D/5065	149,999 lbs	to 238	Bucket not included in rate	hour	\$129.08
114	8211	Clamshell & Dragline, Crawler	Northwest 180-D (76 ton)	250,000 lbs	to 520	Bucket not included in rate	hour	\$189.13
115	8212	Clamshell, Truck-mounted	American 5530	to 150,000 lbs	Carrier HP: 238 Crane HP: 128		hour	\$121.14
116	8218	BOMAG Compactor	BW100AD-3		to 33	Tandem Vibratory Compactor	hour	\$73.82
117	8219	Compactor-2-Ton Pavement Roller	Single Drum Vibratory Compactor		to 28		hour	\$64.05
118	8220	Compactor, Hand Held	Miscellaneous Hand Held Vibratory Compactor		to 10		hour	\$43.36
119	8221	Compactor, towed, vibratory drum	Essick VR-54TEDD (disc. 1991)	Smooth Drum Width 54"	to 45	Plus towing vehicle	hour	\$30.51
120	8222	Compactor, vibratory drum	2013 BOMAG BW-120AD-4 (disc. 2013)	Drum Width 47.2"	to 34		hour	\$64.73
121	8223	Compactor, pneumatic, wheel	BOMAG BW11-RH	68" width	to 85		hour	\$122.99
122	8224	Vibratory Compactor	CATERPILLAR CP-563D (disc. 2003)	Drum Width 51"	to 145	Single Drum	hour	\$155.09
123	8225	Compactor, Sanitation	CMI Terex 3-35C (disc. 2009)		to 200		hour	\$227.07
124	8226	Compactor, Sanitation	Terex TC400		to 390		hour	\$281.94
125	8227	Compactor, Sanitation	836 (disc. 2001)		to 450		hour	\$463.02
126	8228	Compactor, towed, pneumatic, wheel	Hercules PT-11	13 tons	N/A	11-Wheels (Towed)	hour	\$16.07
127	8229	Compactor, Towed Steel Drum Static Compactor	Hercules GTD 54120		N/A		hour	\$25.54
128	8240	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 35" x 14', single deck		to 30		hour	\$22.98
129	8241	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 52" x 20', single deck		to 40		hour	\$29.63
130	8242	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 62" x 30', double deck		to 75		hour	\$61.22
131	8250	Dozer, crawler	Komatsu D87E-2 (disc. 1993)		to 75		hour	\$114.27
132	8251	Dozer, crawler	Case 850K L6P (disc. 2004)	2.6 cu yd	to 96		hour	\$103.66
133	8252	Dozer, crawler	Caterpillar D6E (disc. 1996)		to 155		hour	\$125.64
134	8253	Dozer, crawler	Komatsu D87E-2 (disc. 2004)	9.2 cu yd	to 230		hour	\$199.60
135	8254	Dozer, crawler	Caterpillar D8R SERIES II (disc. 2013)	11.4 cu yd	to 307		hour	\$311.49
136	8255	Dozer, crawler	Caterpillar D110T (disc. 2014)	24.2 cu yd	to 574	Semi-U Blade	hour	\$364.96
137	8256	Dozer, crawler	Caterpillar D11R (disc. 2007)	45.0 cu yd	to 850		hour	\$504.68
138	8360	Dozer, wheel	Caterpillar 814F (disc. 2006)	3.49 cu yd	to 240		hour	\$116.72
139	8361	Dozer, wheel	Caterpillar 824G II (disc. 2006)	6.11 cu yd	to 339		hour	\$178.87
140	8362	Dozer, wheel	Caterpillar 834G (disc. 2006)	10.33 cu yd	to 477		hour	\$238.40
141	8363	Dozer, wheel	Caterpillar 844G (disc. 2009)		to 625	Semi-U Blade	hour	\$390.77
142	8269	Box Scraper	84" Rome Model 5C Pull Scraper	4.1 cu yd	N/A	Add 60 HP tractor for pulling	hour	\$15.78
143	8270	Bucket, Clamshell	Miscellaneous 11LW	1.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$5.85
144	8271	Bucket, Clamshell	Miscellaneous 2-1/2LW	2.5 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$6.91
145	8272	Bucket, Clamshell	Miscellaneous 5LW	5.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$10.42
146	8273	Bucket, Clamshell	Miscellaneous 7-1/2S	7.5 CY	N/A	Does not include Clamshell & Dragline	hour	\$17.58
147	8275	Bucket, Dragline	Miscellaneous 2L	2.0 CY	N/A	Does not include Clamshell & Dragline	hour	\$5.37
148	8276	Bucket, Dragline	Miscellaneous 5L	5 CY	N/A	Does not include Clamshell & Dragline	hour	\$8.33



FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
149	8277	Bucket, Dragline	Miscellaneous 10L	10 CY	N/A	Does not include Clamshell & Dragline	hour	\$11.38
150	8278	Bucket, Dragline	Miscellaneous 14M	14 CY	N/A	Does not include Clamshell & Dragline	hour	\$16.07
151	8280	Excavator, Hydraulic	Bobcat 331E (disc. 2006)	0.06 CY	to 40	Crawler, includes bucket	hour	\$48.97
152	8281	Excavator, Hydraulic	Komatsu PC120-6 (disc. 2008)	0.61 CY	to 89	Crawler, includes bucket	hour	\$96.16
153	8282	Excavator, Hydraulic	Hyundai R210LC-7A (disc. 2010)	1.2 CY	to 143	Crawler, includes bucket	hour	\$100.52
154	8283	Excavator, Hydraulic	Komatsu PC300 LC-7 (disc. 2007)	2.56 CY	to 246	Crawler, includes bucket	hour	\$162.85
155	8284	Excavator, Hydraulic	Deere 650D LC (disc. 2010)	4.04 CY	to 463	Crawler, includes bucket	hour	\$280.23
156	8285	Excavator, Hydraulic	Caterpillar 6015	7.8 CY	to 665	Crawler, includes bucket	hour	\$580.96
157	8286	Excavator, Hydraulic	Miscellaneous 150.1-200 MTONS	12.6 CY	to 870	Crawler, includes bucket	hour	\$848.28
158	8287	Excavator, Truck Mounted	2008 Gradall XL 3100 III (disc. 2011)	0.57 CY	to 184	Truck Mounted	hour	\$214.08
159	8288	Excavator, Truck Mounted	2003 Gradall XL 4100 III (disc. 2011)	0.62 CY	to 238	Truck Mounted	hour	\$258.26
160	8289	Excavator, Truck Mounted	2006 Gradall XL 5100 (disc. 2006)	1.25 CY	to 230	Truck Mounted	hour	\$284.80
161	8290	Trowel, Concrete	Walk-Behind Concrete Floor Trowel	48 IN	to 12		hour	\$5.77
162	8300	Forklift	Toyota 42-6FGU25 (disc. 2000)	5,000 Lbs	to 59		hour	\$21.31
163	8301	Forklift	Mitsubishi FD55N	12,000 Lbs	to 77		hour	\$26.47
164	8302	Forklift	Komatsu FD80T-8 (disc. 2005)	18,000 Lbs	to 130		hour	\$47.48
165	8303	Forklift	Taylor TE-450M (disc. 1998)	45,000 lbs	to 155		hour	\$95.17
166	8306	Fork Lift material handler	Caterpillar TH360B (disc. 2007)	7,000 lbs	to 95		hour	\$81.61
167	8307	Fork Lift material handler	Caterpillar TH460B (disc. 2007)	9,000 Lbs	to 95		hour	\$121.27
168	8308	Fork Lift material handler	Caterpillar TH560B (disc. 2008)	10,000 lbs	to 118	10,000 Lbs	hour	\$132.64
169	8309	Fork Lift Accessory	Top Clamp Forks for handling logs, pipes, beams, etc. (attaches to forklifts)				hour	\$4.37
170	8310	Generator	Miscellaneous GAS 5,500 W	5.5 KW	to 5.5	Portable; No Enclosure	hour	\$4.86
171	8311	Generator	Miscellaneous DIESEL 17,000 W	17 KW	to 17	Portable; No Enclosure	hour	\$14.57
172	8312	Generator	Miscellaneous DIESEL 45 KW	47.5 KW	to 47.5	Portable; No Enclosure	hour	\$24.20
173	8313	Generator	Miscellaneous DIESEL 100 KW	100 KW	to 100	Portable; No Enclosure	hour	\$56.70
174	8314	Generator	Miscellaneous DIESEL 150 KW	150 KW	to 150	Portable; No Enclosure	hour	\$85.00
175	8315	Generator	Miscellaneous DIESEL 225 KW	210 KW	to 210	Portable; No Enclosure	hour	\$105.65
176	8316	Generator	Miscellaneous DIESEL 300 KW	280 KW	to 280	Open or Enclosed	hour	\$133.50
177	8317	Generator	Miscellaneous DIESEL 350 KW	350 KW	to 350	Open or Enclosed	hour	\$154.20
178	8317-400	Generator	Miscellaneous DIESEL 400 KW	400 KW	to 400	Open or Enclosed	hour	\$200.52
179	8318	Generator	Miscellaneous DIESEL 500 KW	500 KW	to 500	Open or Enclosed	hour	\$249.54
180	8319	Generator	Miscellaneous DIESEL 700 KW	700 KW	to 700	Open	hour	\$314.74
181	8320	Generator	Caterpillar XQC1200 (Enclosed)	1150 KW	to 1500	Prime Output @ 60 Hz 1260 KW	hour	\$586.29
182	8321	Generator	Generator, 2,500 KW	2500 KW	to 2500		hour	\$686.16
183	8322	Generator	Miscellaneous DIESEL 1000 KW	1000 KW	to 1000	Open	hour	\$588.21
184	8323	Generator	Miscellaneous DIESEL 1500 KW	1500 KW	to 1500	Enclosed	hour	\$892.32
185	8324	Generator	Caterpillar XQC1200 (Enclosed)	1150 KW	to 1150	Enclosed	hour	\$586.29
186	8325	Generator	Miscellaneous DIESEL 40 KW	40 KW	to 40		hour	\$28.70
187	8326	Generator	Miscellaneous DIESEL 25 KW	20 KW	to 35		hour	\$15.31
188	8327	Generator	Miscellaneous DIESEL 800 KW	800 KW	to 800	Enclosed	hour	\$363.63
189	8328	Generator	Miscellaneous DIESEL 900 KW	900 KW	to 900	Enclosed	hour	\$468.35
190	8329	Generator	Miscellaneous DIESEL 1000 KW	1000 KW	to 1000	Enclosed	hour	\$583.21
191	8330	Graders	Ingram MG690 (disc. 1999)	10 Ft.	to 110	Rigid Frame equipment	hour	\$75.12
192	8331	Graders	CAT 12H (disc. 2007)	12 Ft.	to 145	Articulated Frame equipment	hour	\$116.57
193	8332	Graders	CAT 160H (disc. 2007)	14 Ft.	to 180	Articulated Frame equipment	hour	\$164.35
194	8334	Graders	CAT 140	168 x 24 x 0.9 ft	to 250	Articulated Frame equipment	hour	\$167.74
195	8350	Hose, Discharge	Miscellaneous DH-3/25	3 In. Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.15
196	8351	Hose, Discharge	Miscellaneous DH-4/25	4 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.23
197	8352	Hose, Discharge	Miscellaneous DH-6/25	6 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.60
198	8353	Hose, Discharge	Discharge Hose, 8-IN	8 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.66
199	8354	Hose, Discharge	Discharge Hose, 12-IN	12 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.97
200	8355	Hose, Discharge	Discharge Hose, 16-IN	16 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.80
201	8356	Hose, Suction	Suction Hose - SH-3/25	3 In. Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.28
202	8357	Hose, Suction	Miscellaneous SH-4/25	4 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.32
203	8358	Hose, Suction	Miscellaneous SH-6/25	6 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.11
204	8359	Hose, Suction	Suction Hose, 8-IN	8 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.18

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
205	8360	Hose, Suction	Suction Hose, 12-IN	12 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.82
206	8361	Hose, Suction	Suction Hose, 16-IN	16 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$3.48
207	8380	Loader, Crawler	ASV PT-30 (disc. 2010)	1600 lb.Tipping Load	to 33.7	Compact Track Loader	hour	\$48.49
208	8381	Loader, Crawler	Bobcat T190 (disc. 2013)	14.0 CF	to 66	Compact Track Loader	hour	\$62.21
209	8382	Loader, Crawler	Deere 605C (disc. 2020)	1.7 cu yd	to 99	Standard Crawler Loader, includes bucket	hour	\$69.08
210	8383	Loader, Crawler	Caterpillar 963C (disc. 2007)	3.2 cu yd	to 158	Standard Crawler Loader, includes bucket	hour	\$170.79
211	8384	Loader, Crawler	Caterpillar 973C (disc. 2010)	4.19 cu yd	to 299	Standard Crawler Loader, includes bucket	hour	\$208.16
212	8390	Loader, Wheel	Gehl 180 (disc. 2008)	0.7 cu yd	to 39	Non-Articulated Wheel Loader	hour	\$37.31
213	8391	Loader, Wheel	Gehl AWS36 (disc. 2012)	1.0 cu yd	to 60	Non-Articulated Wheel Loader	hour	\$59.65
214	8392	Loader, Wheel	Caterpillar 914G (disc. 2014)	1.7 cu yd	to 95	Articulated Wheel Loader	hour	\$67.54
215	8393	Loader, Wheel	New Holland W110B.TC.-4WD	2.1 cu yd	to 123	Articulated Wheel Loader	hour	\$76.62
216	8394	Loader, Wheel	Deere 644K -4WD (disc. 2019)	4.2 cu yd	to 229	Articulated Wheel Loader	hour	\$95.09
217	8395	Loader, Wheel	Case 921C -4WD (disc. 2008)	5.0 cu yd	to 248	Articulated Wheel Loader	hour	\$109.99
218	8396	Loader, Wheel	CAT 972H (Disc. 2012)- 4WDs	6.0 cu yd	to 287	Articulated Wheel Loader	hour	\$118.50
219	8397	Loader, Wheel	Komatsu WA500-6 (disc. 2012)	7.3 cu yd	to 353	Articulated Wheel Loader	hour	\$148.26
220	8398	Loader, Wheel	Komatsu WA600-6 (disc. 2019); 4WD	8.4 cu yd	to 502	Articulated Wheel Loader	hour	\$211.41
221	8399	Tractor, Wheel	John Deere 6605 (disc. 2005)	100 IN.	to 95	Does not include mower attachment. Add \$5.24/Hour for flail Industrial towed mower	hour	\$39.37
222	8400	Tractor, Wheel	New Holland T6030 (disc. 2012)		to 115	Bucket attachment not included in rate	hour	\$71.05
223	8401	Loader, Tractor, Wheel	Case 580.SUPER L (disc. 2000)	0.87 CY	to 80	Includes backhoe	hour	\$62.62
224	8410	Mixer, Concrete Portable	CMG-45 - Portable Tilt Drum Concrete Mixer	4.0 cu ft.	to 5	Side Dump	hour	\$2.78
225	8411	Mixer, Concrete Portable	CMG-12E - Portable Tilt Drum Concrete Mixer	12.0 cu ft.	to 2	Electric Powered, Side Dump	hour	\$3.72
226	8412	Mixer, Concrete, Trailer Mntd	NTD-11E - Portable Trailer Mounted Concrete Mixer	11.0 cu ft	to 10	Electric Powered, Side Dump	hour	\$9.89
227	8413	Mixer, Concrete, Trailer Mntd	NTD-16G - Portable Trailer Mounted Concrete Mixer	16.0 cu ft	to 25	Gas Powered, Trailer Mounted	hour	\$20.42
228	8414	Truck, Concrete Mixer	XCMG G10NX1	13.1 cu yd	to 331.2	Self-Propelled (Diesel)	hour	\$82.58
229	8419	Breaker, Pavement Hand-held	Miscellaneous STANDARD 25-30 LBS	80 - 90 Lbs.	N/A	Air-powered, add compressor	hour	\$0.98
230	8420	Breaker, Pavement	Arrow Master 1350		to 80	Self-Propelled (Diesel)	hour	\$61.22
231	8421	Vibrator, Concrete	2-7/21	2.5 in head, 16 ft shaft	to 2	Electric Powered	hour	\$1.39
232	8423	Spreader, Chip	Ethyre Chip Spreader	2.8 CY	to 210		hour	\$94.46
233	8424	Spreader, Chip	Bearcat 2002	3.8 CY	to 210		hour	\$129.98
234	8425	Spreader, Chip, Mounted	8-CONVEYOR - Chip Spreaders for Tail Gate	8 Ft	to 6	Trailer & truck mounted.	hour	\$4.47
235	8430	Paver, Asphalt, Towed	Layton F-525	96-144 in screed width	to 7	Does not include towing vehicle	hour	\$13.55
236	8431	Paver, Asphalt	BOMAG BF223C Specs (disc. 2008)	98.88 cu ft	to 51	Maximum Paving Width 157.48 in	hour	\$146.53
237	8432	Paver, Asphalt	BOMAG BF815 (disc. 2010)	8.0 Tons	to 85	96-144 in screed width, 6 in depth	hour	\$225.42
238	8433	Paver, Asphalt	Caterpillar AP655F	250.0 Tons	to 175	Up to 210.0 ft/min paving speed	hour	\$331.93
239	8434	Paver, Asphalt	Cedarapids CR45Z (disc. 2020)	14.0 Tons, 219.0 CF	to 220	Up to 250.0 ft/min paving speed	hour	\$357.67
240	8436	Pickup, Asphalt	Cedarapids CR-M5-4 (disc. 2020)		to 113	Does not include towing vehicle	hour	\$145.46
241	8437	Pickup, Asphalt	Cedarapids CR-M5-2		to 113	Does not include towing vehicle	hour	\$204.01
242	8438	Pickup, Asphalt	Blaw Knox MC330 (disc. 2007)		to 184		hour	\$320.54
243	8439	Pickup, Asphalt	Roadtec MTV-1000C		to 275	material transfer vehicle	hour	\$505.25
244	8440	Striper, Self Propelled	SELF-PROP 40	40 Gal	to 22		hour	\$16.10
245	8441	Striper, Self Propelled	SELF-PROP 90	90 Gal	to 60		hour	\$24.54
246	8442	Striper, Self Propelled	Miscellaneous SELF-PROP 120	120 Gal	to 122		hour	\$47.99
247	8445	Striper, Truck Mounted	TRKMNT - Truck Mounted	120 Gal	to 460		hour	\$92.74
248	8446	Striper, Walk-behind	WB SINGLE LINE	12 Gal	to 5	Single Line	hour	\$2.93
249	8447	Paver Accessory - Belt Extension	Miscellaneous 30 X 60"	30" x 60"	to 20	Electric Powered	hour	\$28.84
250	8450	Plow, Snow, Mounted Grader	VP-10 - Grader Snow Removal Equipment	126 in (10.5-FT)	N/A	Add 8331 Grader	hour	\$15.31
251	8451	Plow, Snow, Mounted Grader	SW-14 - Grader Snow Removal Equipment	168 in (14-FT)	N/A	Add 8332 Grader	hour	\$17.70
252	8452	Plow, Truck Mounted	One Way Plow	13 Ft	N/A	Add 8722 truck	hour	\$14.80
253	8453	Plow, Truck Mounted	V-Plow R11 Leveling Wing	11 Ft	N/A	With leveling wing, add 8722 truck	hour	\$25.89
254	8455	Spreader, Sand	TAILGATE	Tailgate, Chassis mounted	PTO	Truck not included	hour	\$5.02
255	8456	Spreader, Sand	DUMP BODY	Dump Body mounted	PTO	Truck not included	hour	\$8.10
256	8457	Spreader, Sand	TRUCK MNT	Truck Mounted, (10yd)	N/A	Truck not included	hour	\$11.05
257	8458	Spreader, Chemical	Miscellaneous 5' Spreader	5.0 cu yd	to 4	Trailer & truck mounted	hour	\$5.60

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
258	8465	Pump, Trash Pump	Miscellaneous 6 DIESEL	6 In Pump	to 70	Self Priming, 90000 gph, add hoses	hour	\$60.83
259	8466	Pump, Trash Pump	Miscellaneous 4 DIESEL	4 In Pump	to 60	Self Priming, 44000 gph, add hoses	hour	\$87.26
260	8467	Pump, Trash Pump	Miscellaneous 4 DIESEL	4 In Pump	to 20	Self Priming, 33000 gph, add hoses	hour	\$20.74
261	8468	Pump, Trash Pump	Miscellaneous 3 DIESEL	3 In Pump	to 15	Self Priming, 18000 gph, add hoses	hour	\$13.62
262	8469	Pump, Trash Pump	Miscellaneous 2 DIESEL	2 In Pump	to 7	Self Priming, 10000 gph, add hoses	hour	\$11.72
263	8470	Pump, Lightweight Centrifugal	8M Alum./PORT.	1.5 In Pump	to 4	6500 gph, add hoses	hour	\$5.19
264	8471	Pump, Lightweight Centrifugal	8M Alum./PORT.	2 In Pump	to 5	10000 gph, add hoses	hour	\$5.52
265	8472	Pump, Lightweight Centrifugal	18M ALUM./PORT.	3 In Pump	to 8	6,500 gph, add hoses	hour	\$6.91
266	8473	Pump, Heavy Duty Centrifugal	20M GASOLINE ELECTRIC START	3 In Pump	to 18	20000 gph, add hoses	hour	\$10.08
267	8474	Pump, Electric Submersible	Miscellaneous 4 Three Phase 25 HP	4 In Pump	to 25	50.0 ft cable length, add hoses	hour	\$10.99
268	8475	Pump, Electric Submersible	Miscellaneous 6 Three Phase 35 HP	6 In Pump	to 35	50.0 ft cable length, add hoses	hour	\$12.59
269	8476	Pump, Centrifugal	40M GASOLINE ELECTRIC START	4 In Pump	to 60	40,000 gph, add hoses	hour	\$26.55
270	8477	Pump, Centrifugal	90M GASOLINE ELECTRIC START Pump	6 In Pump	to 85	90,000 gph, add hoses	hour	\$36.73
271	8478	Pump, Centrifugal	350M DIESEL ELECTRIC START Pump	12 In Pump	to 90	350,000 gph, add hoses	hour	\$42.28
272	8479	Pump			to 200		hour	\$62.99
273	8480	Pump			to 275		hour	\$84.66
274	8481	Pump			to 350		hour	\$101.18
275	8482	Pump			to 425		hour	\$122.68
276	8483	Pump			to 500		hour	\$145.23
277	8484	Pump			to 575		hour	\$169.17
278	8485	Pump			to 650		hour	\$191.90
279	8486	Aerial Lift, Truck Mounted	BB150 - Telescopic Boom Aerial Lift	41 Ft.	N/A	Platform Cap.: 670 lbs. Add this to a truck for total lift and truck rate	hour	\$10.82
280	8487	Aerial Lift, Truck Mounted	BB180 - Telescopic Boom Aerial Lift	61 Ft.	N/A	Platform Cap.: 700 lbs. Add this to a truck for total lift and truck rate	hour	\$23.90
281	8488	Aerial Lift, Truck Mounted	BB1100 - Articulating Boom Aerial Lift	81 Ft.	N/A	Platform Cap.: 600 lbs. Add this to a truck for total lift and truck rate	hour	\$39.62
282	8489	Aerial Lift, Truck Mounted	BB1101 - Articulating Boom Aerial Lift	101 Ft.	N/A	Platform Cap.: 700 lbs. Add this to a truck for total lift and truck rate	hour	\$64.86
283	8490	Aerial Lift, Self Propelled	JLG 40IC (disc. 2000)	40 Ft.	to 22	Platform Cap.: 500 lbs.	hour	\$62.39
284	8491	Aerial Lift, Self Propelled	Niftylift SD50	60 Ft. Ht.	to 21.6	Articulating, Platform Cap.: 500 lbs.	hour	\$72.67
285	8492	Aerial Lift, Self Propelled	S807RT-HC	70 Ft. Ht.	to 24.9	Scissor Lift, Platform Cap.: 2000 lbs.	hour	\$118.14
286	8493	Aerial Lift, Self Propelled	JLG 1250AJP	125 Ft. Ht.	to 75	Articulating, Platform Cap.: 500 lbs.	hour	\$171.37
287	8494	Aerial Lift, Self Propelled	JLG 1500AJP	150 Ft. Ht.	to 99.8	Articulating, Platform Cap.: 1000 lbs.	hour	\$189.70
288	8495	I.C. Aerial Lift, Self-Propelled	Miscellaneous BB1-40	75"x155" 40Ft Ht.	to 80	Scissor Lift	hour	\$80.28
289	8496	Crane, Truck Mounted	JLG1000BT	20,000 LBS	N/A	55.0 ft boom length	hour	\$39.32
290	8497	Crane, Truck Mounted	JLG 1700A	36,000 LBS	N/A	75.0 ft boom length	hour	\$55.94
291	8498	Crane, Truck Mounted	Mamitex - 30100C	60,000 LBS	N/A	100.0 ft boom length	hour	\$85.13
292	8499	Trash Pump	Miscellaneous 3 DIESEL	3 In Pump	to 15	Self Priming, 25000 gph, add hoses	hour	\$13.68
293	8500	Crane, Yard	Shuttlelift 3330FL	17000 lbs/8.5 tons	to 70	30.2 ft boom length	hour	\$172.29
294	8501	Crane, Rough Terrain	Broderson RT-300-2C	29983 lbs/15 tons	to 155	60 ft boom length	hour	\$316.63
295	8502	Crane, All Terrain	Grove GMK2035E	69886 lbs/34.9 tons	to 157	95 ft boom length	hour	\$255.54
296	8503	Crane, All Terrain	Grove GMK3055	119931 lbs/60 tons	to 240	141 ft boom length	hour	\$290.08
297	8504	Crane, Crawler Mounted Lattice Boom	American HC-125 (disc. 2004)	250004 lbs/125 tons	to 245	300 ft boom length	hour	\$348.24
298	8510	Saw, Concrete	Miscellaneous 4.6-14MC	14 in	to 14	4.625 in max cut depth	hour	\$11.89
299	8511	Saw, Concrete	Miscellaneous 10-26SPC	26 in	to 25	10.625 in max cut depth	hour	\$19.74
300	8512	Saw, Concrete	Miscellaneous 20-48SPC	48 in	to 65	20.75 in max cut depth	hour	\$42.16
301	8513	Chain Trencher, Wheel Mounted	Vermeer V8550A (disc. 2008)	60 in depth	to 83		hour	\$108.77
302	8514	Chain Trencher, Wheel Mounted	Vermeer V120	60 in depth	to 107		hour	\$300.82
303	8517	Jackhammer (dry)	Miscellaneous 25DRY	25 lbs	Air	Add air compressor and hoses	hour	\$1.40
304	8518	Jackhammer (wet)	Miscellaneous 30WET	30 lbs	Air	Add air compressor and hoses	hour	\$1.60
305	8521	Scraper	CAT 611 (Disc. 2004)	15 cu yd heaped	to 262.2		hour	\$239.81
306	8522	Scraper	621G (disc. 2010)	22 cu yd heaped	to 365		hour	\$342.28
307	8523	Scraper	631G (disc. 2010)	34 cu yd heaped	to 500		hour	\$573.69
308	8524	Scraper	Caterpillar 651E (Disc.2006)	44 cu yd heaped	to 604		hour	\$653.53
309	8540	Loader, Skid Steer	Bobcat S70	5.8 cu yd	to 29.5		hour	\$37.32
310	8541	Loader, Skid Steer	Bobcat S205	14 cu yd	to 66		hour	\$53.24

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
311	8542	Loader, Skid Steer	Bobcat S300 (disc. 2011)	15.4 cu yd.	to 81		hour	\$78.88
312	8549	Snow Plower, Salt Spreader	Towed Salt Spreader/Snow Plower	26 ft X 8 ft.	0		hour	\$21.00
313	8550	Snow Blower, Truck Mounted	Miscellaneous Mechanical	60 In Cutting Width	to 30		hour	\$81.25
314	8551	Snow Blower, Truck Mounted	Miscellaneous 1400 - Rotary Snow Blowers	99.975 in Cutting Width	to 200		hour	\$106.21
315	8552	Snow Blower, Truck Mounted	Miscellaneous 2000 - Rotary Snow Blowers	102 In Cutting Width	to 540		hour	\$166.14
316	8553	Snow Blower, Truck Mounted	Miscellaneous 2400 - Rotary Snow Blowers	102 In Cutting Width	to 400		hour	\$184.14
317	8558	Snow Thrower, Walk Behind	Toro Power Max® 826 OE (37780)	40 ft throwing distance	to 5		hour	\$9.68
318	8559	Snow Thrower, Walk Behind	Toro 74523 MultiForce 60-in Blower		to 25	60-IN capable mower with 48-IN snow blower attachment	hour	\$17.93
319	8559-1	Snow Broom	Oshkosh Snow Broom		to 450-500		hour	\$224.84
320	8560	Snow Blower, Self Propelled	Miscellaneous 2000	2000 ft per minute	to 400	102 in cutting width	hour	\$220.59
321	8561	Snow Blower, Self Propelled	Miscellaneous 2500	2500 ft per minute	to 500	120 in cutting width	hour	\$249.57
322	8561-1	Snow Blower	MTE Snow Mauler		to 428		hour	\$317.70
323	8561-2	Snow Blower	Vammas PSB 4500MTE		to 420		hour	\$325.04
324	8562	Snow Blower	Miscellaneous 3500	3500 ft per minute	to 600	96.0 in cutting width	hour	\$287.00
325	8563	The Vammas 4500	Snow Remover		to 428		hour	\$322.15
326	8564	The Vammas 5500	RM300		to 350		hour	\$262.68
327	8565	Oshkosh Pavement Sweeper	H-Series		to 420		hour	\$285.74
328	8569	Dust Control De-Ice Unit	Hydro Pump with 100-ft of 1/2-in hose				hour	\$4.39
329	8570	Loader-Backhoe, Wheel	Kubota L39 backhoe (disc. 2012)	0.5 CY Loader bucket	to 30.5		hour	\$49.41
330	8571	Loader-Backhoe, Wheel	CASE 580M	1.0 CY Loader bucket	to 80		hour	\$58.73
331	8572	Loader-Backhoe, Wheel	CAT 420F (Disc. 2017)	1.2 CY Loader bucket	to 93		hour	\$91.69
332	8573	Loader-Backhoe, Wheel	CAT 430E IT	1.31 CY Loader bucket	to 102		hour	\$98.35
333	8580	Distributor, Asphalt	Miscellaneous 550 GAL	550 gal	to 16		hour	\$16.58
334	8581	Distributor, Asphalt	Miscellaneous 1000G	1000-gal	to 38		hour	\$26.88
335	8582	Distributor, Asphalt	Miscellaneous 4000G	4000-gal		Power Takeoff	hour	\$34.66
336	8583	Distributor					hour	\$53.99
337	8584	Distributor	Ethyre Chip Spreader	13-FT	to 210		hour	\$94.46
338	8590	Trailer, Rear Dump	Miscellaneous STANDARD 24 20	20.0 cu yd 24.0 t	N/A		hour	\$10.17
339	8591	Trailer, Rear Dump	Cap.: 30 cy; Deck Length: 16-ft to 18-ft; Deck Level		N/A		hour	\$16.57
340	8600	Trailer, Equipment	Miscellaneous LEVEL 2 30	30 ton	N/A		hour	\$15.22
341	8601	Trailer, Equipment	Miscellaneous DROP 2 40	40 ton	N/A		hour	\$17.10
342	8602	Trailer, Equipment	Miscellaneous DROP 3 60	60 ton	N/A		hour	\$21.59
343	8603	Trailer, Equipment	Miscellaneous FLOSH 4 120	120 ton	N/A		hour	\$93.82
344	8610	Trailer, Water	Miscellaneous 1200 4000	4000 gallon	N/A		hour	\$14.91
345	8611	Trailer, Water	Miscellaneous 1200 6000	6000 gallon	N/A		hour	\$18.49
346	8612	Trailer, Water	Miscellaneous 1500 10000	10000 gallon	N/A		hour	\$21.95
347	8613	Trailer, Water	Miscellaneous 1500 14000	14000 gallon	N/A		hour	\$27.87
348	8614	Trailer - Water Tanker	Miscellaneous GAS 4X2 1500	1500 gallon	175		hour	\$40.76
349	8620	Trailer Mounted Brush Chippers	Chipping Capacity: 25-IN HP 600	25-IN	to 600		hour	\$197.31
350	8621	Tub Grinder	Morbark 223	Chipping Capacity: 23-IN	to 630		hour	\$180.37
351	8622	Tub Grinder	Morbark 40/36 Tub Grinder	Chipping Capacity: 24-IN	to 850		hour	\$266.91
352	8623	Tub Grinder	Morbark 50/48X Tub Grinder	Chipping Capacity: 28-IN	to 1050		hour	\$355.20
353	8627	Horizontal Grinder	Vermeer HG6000 Horizontal Grinder		to 630		hour	\$73.25
354	8628	Stump Grinder	Vermeer 3CR52		to 74		hour	\$60.21
355	8629	Stump Grinder	24-in Grinding Wheel		to 110		hour	\$57.98
356	8630	Sprayer, Seed	Reinco HG-5-HA, Trailer Mounted		to 20		hour	\$13.94
357	8631	Sprayer, Seed	Reinco HG-10GX2, Trailer Mounted		to 35	Single Drum	hour	\$20.39
358	8632	Sprayer, Seed	Reinco HG-30GX, Truck Mounted		to 115		hour	\$40.10
359	8633	Mulcher, Trailer Mntd	Finn B70		to 33.5		hour	\$24.71
360	8634	Mulcher, Trailer Mntd	Reinco M65		to 54	11-Wheels (Towed)	hour	\$40.84
361	8635	Mulcher, Trailer Mntd	Reinco M90		to 115		hour	\$59.32
362	8636	Scraper	Wirtgen WR2400		to 563		hour	\$628.18
363	8637	Trailer (Off Highway Bottom Dump)	Load King 2842	28.0 cu yd	N/A		hour	\$26.29
364	8638	Rake	Barber Beach Sand Rake 600HD		0		hour	\$19.55
365	8639	Chipper	Wildcat 626 Cougar		0		hour	\$43.84

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
366	8640	Trailer, Office	Miscellaneous 8X24		0		hour	\$1.98
367	8641	Trailer, Office	Miscellaneous 8X32		0		hour	\$2.44
368	8642	Trailer, Office	Miscellaneous 10X32		0		hour	\$3.40
369	8643	Trailer			0		hour	\$48.17
	8644	Trailer, Covered Utility Trailer	7-ft x 16-ft		0		hour	\$7.29
371	8645	Trailer, Dodge Ram	12 Station Portable Shower Trailer		to 101		hour	\$37.58
372	8646	Trailer, Dodge			to 200		hour	\$35.44
373		Trencher	Seaman-Parsons T20		to 20		hour	\$50.19
374	8651	Trencher	Seaman-Parsons T500		to 58		hour	\$79.20
375	8652	Trencher/Ditcher	New Holland 81158 (disc. 2012)	1.5CY	to 108		hour	\$76.79
376	8653	Trencher/Ditcher	New Holland T8.330 (disc. 2014)		to 284		hour	\$167.77
377	8654	Trencher Accessories					hour	\$2.43
378		Plow, Cable	Case/MAXI-SNEAKER C (disc. 2003)	24-in	to 33.5		hour	\$21.68
379	8661	Plow, Cable	Seaman-Parsons DP-60	18-in	to 62		hour	\$58.43
80	8662	Plow, Cable	Seaman-Parsons DP-100	42-in	to 110		hour	\$68.83
381	8670	Derrick, Hydraulic Digger	Miscellaneous 60/12- Hydraulic Digger Derricks		to 275		hour	\$27.14
382	8671	Derrick, Hydraulic Digger	Miscellaneous 990/14- Hydraulic Digger Derricks		to 310		hour	\$48.77
383	8672	Movax SP-60	28-32 ton Head		to 178		hour	\$135.90
384	8680-1	Truck, Concrete Mixer	Mixer Capacity = 13 cy	13-CY	to 285		hour	\$73.66
385	8680	Truck, Fire Aerial Platform	112Ft Ladder	3000gpm/1000 gal Water or Foam	to 600		hour	\$104.96
386	8681	Truck, Fire, Engine Type-1	1000GPM/300gal Engine, with Pump & Roll		to 420		hour	\$173.47
387	8682	Truck, Fire, Engine Type-2	500GPM/300gal Engine, with Pump & Roll		to 184		hour	\$163.53
388	8683	Truck, Fire, Ladder(48ft)(Type-III)	150gpm/500gal Hose 1-1/2"D 500' Long		to 238		hour	\$147.82
389	8684	Truck, Fire	100-ft Ladder		to 230	1500gpm/Monitor/nozzle	hour	\$220.55
390	8685	Truck, Fire, Ladder(48ft)(Type-I)	1000gpm/400gal, 500gpm Master Stream Hose 2-1/2"D 1200' Long		to 12		hour	\$190.81
391	8686	Truck, Fire, Ladder(48ft)(Type-II)	500gpm/300gal, Hose 2-1/2"D 1000' Long		to 60		hour	\$162.93
392	8687	Truck, Fire, Support Water Tender S1	300GPM/4000+gal S1 Water Tender		to 90		hour	\$141.87
393	8688	Truck, Fire, Support Water Tender S2	200GPM/2500+gal S2 Water Tender		to 140		hour	\$128.24
394	8689	Truck, Fire, Support Water Tender S3	200GPM/1000+gal S3 Water Tender		to 215		hour	\$97.88
395	8690	Truck, Fire			to 95		hour	\$87.14
396	8691	Truck, Fire			to 95		hour	\$92.40
397	8692	Truck, Fire			to 118		hour	\$100.49
398	8693	Truck, Fire			to 10		hour	\$104.13
399	8694	Truck, Fire Ladder			to 160		hour	\$149.92
400	8695	Truck, Fire Ladder			to 240		hour	\$181.43
401	8696	Truck, Fire			to 311		hour	\$119.39
402	8697	Truck, Fire, Tactical Water Tender T1	250GPM/2000gal		to 400		hour	\$148.07
403	8698	Truck, Fire, Tactical Water Tender T2	250GPM/1000gal		to 500		hour	\$127.21
404	8699	Truck, Fire, Engine Type-3	150GPM/500gal Engine, with Pump & Roll		to 610		hour	\$156.74
405	8700	Truck, Flatbed	Miscellaneous 4X2 15KGVW DSL		to 200		hour	\$32.35
406	8701	Truck, Flatbed	Miscellaneous 4X2 25KGVW GAS		to 275		hour	\$47.12
407	8701-1	Truck, Flatbed	Miscellaneous 4X2 25KGVW DSL		to 200		hour	\$35.58
408	8702	Truck, Flatbed	Miscellaneous 4X2 30KGVW DSL		to 217		hour	\$40.30
409	8703	Truck, Flatbed	Miscellaneous 6X4 45KGVW DSL		to 380		hour	\$68.31
410	8708	Trailer, semi	48ft spread axle flatbed		NA		hour	\$10.74
411	8709	Trailer, semi	Enclosed 48ft, 2 axle trailer		NA		hour	\$12.17
412	8710	Trailer, semi			0		hour	\$12.40
413	8711	Flat bed utility trailer	Non-Tilt Deck Utility Trailers-- TOW 2.1.6		NA		hour	\$2.87
414	8711-1	Sewer Camera Inspection Truck					hour	\$17.11
415	8711-2	Sewer Camera Inspection Truck	Aries Pathfinder System Control Center, Work Station		N/A		hour	\$104.82
416	8712	Cleaner, Sewer/Catch Basin	Miscellaneous S-P - Sewer/Catch Basin Cleaner For Truck Mounting	4-in Discharge Diameter		Power Takeoff	hour	\$20.62

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
417	8713	Cleaner, Sewer/Catch Basin	Miscellaneous 14-P - Sewer/Catch Basin Cleaner For Truck Mounting	6 in Discharge Diameter		Power Takeoff	hour	\$27.42
418	8714	Combined Sewer Cleaning	Vacuum Truck 800 Gal Spoils/400 Gal Water		to 74'		hour	\$32.81
419	8714-H	Combined Sewer Cleaning (Accessory Hoses)	Miscellaneous SH-4/25	4-IN	N/A	50-Ft of 4-IN hoses @\$0.60/Hour for Vac.Truck	hour	\$0.32
420	8714-1	Vector Combine Vacuum Truck		15 Cu Yd	N/A		hour	\$107.72
421	8714-2	Combined Sewer Cleaning		1500 gal Water	N/A		hour	\$109.97
422	8714-3	Combined Sewer Cleaning		500-1500 gals	N/A		hour	\$97.76
423	8715	Truck, Hydro-Vac	500-gal debris tank		N/A		hour	\$22.92
424	8716	Leaf Vac			N/A		hour	\$65.58
425	8717	Truck, Vacuum			N/A		hour	\$95.08
426	8718	Combined Sewer Cleaning		500-1500 gals	to 370'		hour	\$97.76
427	8719	Litter Picker	Miscellaneous TRACMOUNT ENG DRIV	Broom Length 72.0 in	to 18'		hour	\$8.38
428	8720	Truck, Dump	Miscellaneous 4X4 8YD 30KGVW DSL	7-CY	to 217'		hour	\$55.98
429	8721	Truck, Dump	Miscellaneous 6X4 10YD 40KGVW	8-10-CY	to 315'		hour	\$74.83
430	8722	Truck, Dump	Miscellaneous 6X4 12YD 50KGVW	12-CY	to 400'		hour	\$94.94
431	8723	Truck, Dump		14-CY	to 400'		hour	\$96.03
432	8724	Truck, Dump, Off Highway	Bell B40E (articulated)	24-CY	to 436'		hour	\$174.29
433	8725	Truck, Dump	Miscellaneous 8X4 18YD 85KGVW	18' CY	to 400'		hour	\$117.13
434	8730	Truck, Garbage			to 255'		hour	\$61.69
435	8731	Truck, Garbage			to 325'		hour	\$70.70
436	8733	E-BAM Services			N/A		hour	\$3.80
437	8734	Attenuator, Safety	Miscellaneous ALUMINUM-2		N/A		hour	\$5.19
438	8735	Truck, Attenuator			N/A		hour	\$4.82
439	8736	Truck, Tow	Freightliner M2 106 4x2 Diesel (disc. 2015)	GW/26000 lbs	to 175'		hour	\$54.63
440	8744	Van, Custom			to 350'		hour	\$22.74
441	8745	Van, step	Freightliner 4500 Sprinter 4x2 Diesel (2021)		to 300'		hour	\$35.60
442	8746	Van-up to 15 passenger	GMC Savana Passenger Van (disc. 2010)		225-300'		hour	\$35.19
443	8747	Van-up to 15 passenger	GMC Savana 3500 LS Passenger Van (disc. 2020)		to 265'		hour	\$40.50
444	8748	Van-cargo	Chevrolet City Express Cargo Van (disc. 2018)		225-300'		hour	\$26.01
445	8749	Van-cargo	Chevrolet Express Cargo Van (2022)				hour	\$32.64
446	8750	Vehicle, Small			to 30'		hour	\$7.94
447	8753	Vehicle, Recreational			to 10'		hour	\$8.56
448	8754	Motor Coach	GVW=50534, 56 Passenger + 1-Driver		to 430'		hour	\$79.22
449	8755	Golf Cart			0		hour	\$4.71
450	8761	Vibrator, Concrete	Miscellaneous 2-7/21 - Motor-In-Head		to 2		hour	\$1.47
451	8770	Welder, Portable	Miscellaneous GAS 180 DC-CC		to 13'		hour	\$5.43
452	8771	Welder, Portable	Miscellaneous DIESEL 300 DC-CC		to 33'		hour	\$11.28
453	8772	Welder, Portable	Miscellaneous GAS 350 DC-CC/CV		to 52'		hour	\$19.07
454	8773	Welder, Portable	Miscellaneous DIESEL 600 DC-CC/CV DU-OP		to 42'		hour	\$15.41
455	8780	Truck, Water	Miscellaneous DSL 4X2 2500		to 150'		hour	\$37.65
456	8781	Truck, Water	Miscellaneous B82 DSL 6X4 4000 (disc. 1994)		to 250'		hour	\$61.16
457	8789	Truck, Tractor	On-Highway Truck Tractor 45,001 - 60,000 GVW		to 400'		hour	\$87.02
458	8790	Truck, Tractor	On-Highway Truck Tractor - 4X2 25KGVW GAS		to 295'		hour	\$57.92
459	8791	Truck, Tractor	On-Highway Truck Tractor - 4X2 35KGVW DSL		to 329'		hour	\$70.72
460	8792	Truck, Tractor	On-Highway Truck Tractor - 6X4 45KGVW DSL		to 380'		hour	\$81.91
461	8793	Truck	Ford F-450 Curtaway Truck (disc. 2018)		to 390'		hour	\$80.27
462	8794	Truck, Freight	Dodge Ram Chassis 5500		to 275'		hour	\$28.84
463	8795	Truck, backhoe/carer	Miscellaneous 4X2 25KGVW DSL		to 380'		hour	\$35.58
464	8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class. 7				hour	\$38.94
465	8797	Truck, freight	M2-106 4x2 Diesel (disc. 2015)		to 250'		hour	\$54.63
466	8798	Truck	Miscellaneous 4X2 30KGVW DSL		to 300'		hour	\$40.30
467	8799	Truck	Miscellaneous 6X4 43KGVW DSL				hour	\$50.95
468	8800	Truck, Pickup				GSA 2023 Mileage Rate:	Mile	\$0.66

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
469	8801	Truck, Pickup	Miscellaneous 4X2 1/2 160 CONV DSL	160	to 160		Hour	\$16.68
470	8802	Truck, Pickup	4X2 1 195 CONV DSL	195	to 195		Hour	\$19.91
471	8803	Truck, Pickup	4X2 1 1/4 360 CONV DSL	360	to 360		Hour	\$39.03
472	8804	Truck, Pickup	4X2 1 1/2 300 CONV DIESEL	310	to 310		Hour	\$29.56
473	8805	Truck, Pickup	Miscellaneous 4X2 1 3/4 360 CONV DSL	360	to 360		Hour	\$34.09
474	8806	Truck, Pickup	Miscellaneous 4X2 3/4 160 CONV DSL	160	to 160		Hour	\$17.00
475	8807	Truck, Pickup	Miscellaneous 4X4 3/4 285 CREW GAS	285	to 285		Hour	\$27.78
476	8808	Truck, Pickup	4X4 1 340 CREW DSL	340	to 340		Hour	\$31.81
477	8809	Truck, Pickup	4X4 1 1/4 360 CREW GAS	360	to 360		Hour	\$35.45
478	8810	Truck, Pickup	4X4 1 1/2 362 CREW GAS	362	to 362		Hour	\$35.87
479	8811	Truck, Pickup	4X4 1 3/4 362 CREW GAS	362	to 362		Hour	\$36.62
480	8820	Skidder accessory			N/A		Hour	\$2.17
481	8821	Forklift, accessory			N/A		Hour	\$1.93
482	8822	Truck, Loader	BARKO 495ML Magnum		0		Hour	\$68.93
483	8823	Chipper- Wood Recycler	Bandit-240DXP		to 645		Hour	\$243.59
484	8824	Skidder	Caterpillar 525B (disc. 2006)	160	to 160		Hour	\$122.04
485	8825	Skidder	Caterpillar 525C (disc. 2014)	182	to 182		Hour	\$143.95
486	8840	Truck, service			215-225		Hour	\$49.80
487	8841	Truck, fuel	Miscellaneous 8B2 Gas 4X2 2000		to 200		Hour	\$38.94
488	8842	Mobile Command Trailer			0		Hour	\$18.25
489	8845	Mobile Response Trailer			0		Hour	\$17.19
490	8844	Mobile Command Center	40-ft long; GVWR: 56000 lbs; 20 kw generator		to 400		Hour	\$106.68
491	8845	Mobile Command Post Vehicle	22-ft long		to 340		Hour	\$39.09
492	8846	Mobile Command Post Vehicle	25'6" long; GVWR 19500 lbs; Duramax Diesel		to 325		Hour	\$25.19
493	8847	Mobile Command Center (Trailer)	42" long				Hour	\$39.27
494	8848	Mobile Command Center (Trailer)					Hour	\$62.81
495	8849	Mobile Command Center			to 280	Generator Rate not included	Hour	\$68.61
496	8850	Mobile Command Center	GVWR: 22500 lbs; Diesel		to 260		Hour	\$58.38
497	8851	Mobile Command Van	Sprinter; GVWR: 11030		to 290	Communication Equipment	Hour	\$53.01
498	8852	Mobile Command Center			to 410		Hour	\$84.30
499	8853	Mobile Command Center			to 410		Hour	\$58.86
500	8854	Mobile Command Vehicle	GVWR: 54600 lbs		to 450		Hour	\$122.47
501	8870	Light Tower	Miscellaneous HEAVY DUTY:14	30-FT	to 13.5		Hour	\$9.65
502	8871	Light Tower	Miscellaneous LIGHT DUTY-7-1/2	20-FT	to 7.5		Hour	\$5.70
503	8872	Sand Bagger Machine			2-4.5		Hour	\$61.23
504	8900	Helicopter			to 420		Hour	\$578.64
505	8901	Helicopter			to 420		Hour	\$605.89
506	8902	Helicopter	Jet Range II-Helicopter		to 650	Jet Range II-Helicopter	Hour	\$712.45
507	8903	Helicopter	Long Ranger		to 650	Long Ranger	Hour	\$725.42
508	8904	Helicopter	Twinranger		to 450	Twinranger	Hour	\$945.76
509	8905	Helicopter	Model Bell 407 EMS- Ambulance		to 250		Hour	\$774.84
510	8906	Fixed wing	Model Navajo PA-31		to 310		Hour	\$590.53
511	8907	Fixed wing	PA-31-350, Navajo Chieftain twin engine		to 350		Hour	\$628.44
512	8908	Helicopter	Fire Fighter Same as S70C		to 1890	Fire Fighter Same as S70C	Hour	\$3,685.48
513	8909	Helicopter	Fire Fighter		to 1880	Fire Fighter	Hour	\$6,887.91
514	8910	Helicopter	Fire Fighter		to 2850	Fire Fighter	Hour	\$13,452.95
515	8911	Helicopter- light utility	Model Bell 407GX- 7 seater		to 250	Passenger Aircraft	Hour	\$768.68
516	8912	Helicopter- light utility	Model Bell 206L 7 seater			Passenger Aircraft	Hour	\$753.24
517	8913	Helicopter	Model Bell-206L4		to 420		Hour	\$706.55
518	8914	Fixed wing	Blackhawk King Air B200XP61		to 669		Hour	\$1,639.20
519	8915	Fixed wing	Blackhawk Caravan XP42 A		to 850		Hour	\$914.57
520	8916	Fixed wing	King Air C90 XP135 A		to 550		Hour	\$1,373.27
521	8917	Aerostar Helicopter	Aerostar 60LP		to 290		Hour	\$578.23

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
522	8918	Huey Helicopter	Engine:1 x Lycoming T53-L-11 turboshaft		to 1100	Travel Range 253 NauticalMiles	Hour	\$1,705.85
523	8919	Helicopter	Utility Bell 429		to 710		Hour	\$1,124.18
524	8920	Helicopter	Commercial Bell Huey II				Hour	\$1,346.58
525	8943	Wire Puller Machine			to 30	Overhead/Underground Wire Pulling Machine	Hour	\$24.98
526	8944	Wire Tensioning Machine			0	Overhead Wire TensioningMachine	Hour	\$18.39
527	8945	Aerial Lift	Genie GS-2646	1000 lbs	0	24 Volt	Hour	\$25.95





ONEIDA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.  
County Executive

MATTHEW S. BAISLEY  
Commissioner

March 13, 2024

FN 20 24-196

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and interested cities, towns, and villages for pavement marking for the 2024 season.

Attached is the proposed template agreement between Oneida County and the various municipalities. The terms found in this document will become the template for all other pavement marking agreements for the 2024 season. The County purchases the materials and is reimbursed by the various municipalities.

I respectfully request that this agreement be forwarded to the Public Works and Ways and Means Committees for their consideration, with presentation to the Board of Legislators at its next regular scheduled meeting.

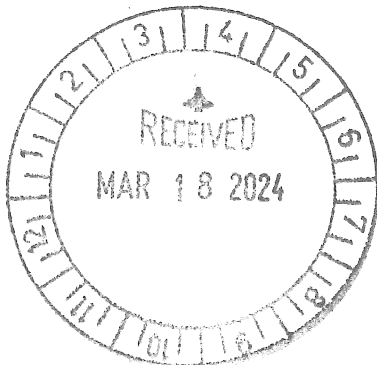
Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
Commissioner

Enclosures

cc: File



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente Jr.*  
Anthony J. Picente Jr.  
County Executive

Date 3-18-24

Oneida Co. Department: Public Works

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Municipalities in Oneida County

**Title of Activity or Service:** Striping of various roads for cities, towns and villages within Oneida County

This contract is to be used as the master template for all pavement marking contracts for 2024

**Proposed Dates of Operation:** May 1, 2024 to November 1, 2024

**Client Population/Number to be Served:** All those who travel on Oneida County Roads

**Mandated/Non-Mandated:** Non-mandated

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** Pursuant to this agreement, the County will paint centerlines and edge lines for participating municipalities. The municipalities will pay the County a fixed price per mile of centerline and a fixed price per mile of edge line.
- 2) **Program/Service Objectives and Outcomes:** The agreement provides revenue for the County and clearly marked roads for the traveling public.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$TBD **Account # D1710 (Revenue)**

**Oneida County Dept. Funding Recommendation:** \$TBD

**Proposed Funding Sources (Federal \$/State \$/County \$):** N/A (Revenue)

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

INTERMUNICIPAL AGREEMENT  
FOR PAVEMENT MARKING

This Intermunicipal Agreement for Pavement Marking (the “Agreement”) is by and between the County of Oneida (“County”), a New York municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York 13501, and the \_\_\_\_\_ of \_\_\_\_\_ (“Municipality”), a New York municipal corporation with its principal offices located at \_\_\_\_\_. The County and the Municipality are each a “Party” and together, the “Parties”.

WITNESSETH:

WHEREAS, the Municipality and the County desire that the County perform pavement marking services on improved Municipality roads; and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations may enter into agreements for the performance of services among themselves, or one for the other; and

WHEREAS, the governing body of the Municipality has adopted a resolution authorizing the Municipality to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution authorizing the County to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the County and the Municipality agree as follows:

1. TERM OF AGREEMENT

1.1. The term of this Agreement shall begin May 1, 2024 and continue until November 1, 2024.

2. SCOPE OF WORK

2.1. The County shall use reflectorized paint to apply NUMBER (#) miles of center lines and NUMBER (X) miles of edge lines to the pavement surface of the improved Municipality roads (“Roads”) described in the attached Exhibit A (the “Work”).

2.2. The Municipality shall be responsible for identifying passing zones and no passing zones and shall pre-mark the Roads as such. The County shall apply centerlines as indicated by the Municipality.

2.3. The Municipality shall be responsible for the proper preparation of the Roads pavement surface prior to marking by removing dust, dirt, loose particles, and other foreign matter immediately before applying pavement markings.

2.4. The County shall perform the Work and shall furnish all equipment, machinery, materials, tools, supervision, and labor necessary to perform the Work.

- 2.5. The County shall schedule the Work when the pavement surface is expected to be dry. Marking material shall not be applied within forty-eight (48) hours of rain or other inclement weather. Pavement surface temperature shall not be less than fifty (50) degrees Fahrenheit at the time of application.
- 2.6. The County shall select road striping paint and/or glass beads from the New York State Department of Transportation pre-approved list.
- 2.7. Pavement markings shall present a uniform appearance and exhibit good workmanship. Paint shall be fifteen (15) mils thick with a tolerance of plus or minus five (+/-5) mils. Beads shall be applied to the surface of the paint by a bead dispenser attached to the paint applicator so that glass beads dispense simultaneously.
- 2.8. The County shall clean-up and dispose of solvents and residue left behind from the Work, in accordance with all applicable federal, state, and local requirements.

3. PERFORMANCE OF WORK

- 3.1. The Parties shall comply with all applicable governmental laws, ordinances, regulations, and rules.
- 3.2. The County shall be responsible for providing its employees, agents, and servants with all equipment necessary to comply with all applicable federal and state safety standards.
- 3.3. The County shall take all necessary precautions for the safety of its employees and the public on and around the Roads as the Work is performed. County shall erect safeguards and traffic signs as required by law or regulation.
- 3.4. The County may employ or engage the services of subcontractors as the County deems necessary to perform the Work.

4. PAYMENT

- 4.1. The Municipality shall pay the County for the Work at the per-mile cost for centerline striping and the per-mile cost for edge line striping.
- 4.2. The cost per mile for centerline striping, consisting of two four-inch lines, shall be Nine Hundred Thirty Dollars and Forty-Five Cents (\$930.45), as depicted in Exhibit B.
- 4.3. The cost per mile for edge line striping (for both sides of the road, consisting of two six-inch lines) shall be One Thousand Three Hundred Seventy-Nine Dollars and Eighty-Four Cents (\$1,379.84), as depicted in Exhibit B.
- 4.4. The Parties agree that the base amount under this Agreement shall be DOLLARS (\$\$\$\$\$\$).

5. ADDITIONAL WORK

5.1. Any additional pavement marking requested by the Municipality shall be at the rates identified in Section 4. The Municipality shall submit in writing its request for additional pavement marking. The County may accept or reject any request for additional pavement marking in its sole discretion.

6. INDEMNIFICATION

6.1. The County shall defend, indemnify, and hold harmless the Municipality from and against all liabilities, damages, expenses, costs, causes of action, suits, claims or judgments for property damage, personal injuries or death to persons arising from or out of negligent performance of the Work by the County.

6.2. The Municipality shall defend, indemnify, and hold harmless the County from and against all liabilities, damages, expenses, costs, causes of action, suits, claims or judgments for property damage, personal injuries or death to persons arising from or out of the intentional misconduct or negligent acts of the Municipality, including, without limitation, negligent identification or preparation of the Roads by the Municipality, negligent design, and negligent signing of the Roads.

7. INSURANCE REQUIREMENTS

7.1. The County agrees that it shall maintain a policy of insurance which will insure against all claims under the New York State Workers' Compensation Law, at statutory limits. Said policy shall be maintained at the County's expense and remain in force at all times during the term of this Agreement.

8. INDEPENDENT CONTRACTOR STATUS

8.1. It is expressly agreed that the relationship of the County, its subcontractors, and their officers and employees to the Municipality shall be that of independent contractors. In accordance with their status, the County, its subcontractors, and their officers and employees covenant and agree that they will neither hold themselves out as, nor claim to be, officers or employees of the Municipality and that they will not make any claim, demand, or application for any right or privilege applicable to officers or employees of the Municipality.

9. TERMINATION

9.1. Each Party shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other.

9.2. The Municipality shall have the right to terminate this Agreement immediately upon the County's material breach of this Agreement.

10. SEVERABILITY

10.1. If any provision of this Agreement is adjudicated to be void or unenforceable, the Parties agree that this Agreement shall be reformed to replace the stricken provision with one that comes as close as possible to expressing the original intention of the Parties. Further, the Parties agree that all other provisions shall remain valid and enforceable.

11. ENTIRE AGREEMENT

11.1. This Agreement contains the binding agreement of the Parties and supersedes all other discussions and representations, written or oral, on the subject matter.

12. INCORPORATION BY REFERENCE

12.1. Exhibits A and B are deemed incorporated by reference into this Agreement, whether or not actually attached.

13. NON-WAIVER

13.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by either of the Parties to any provision of this Agreement shall not imply preceding or subsequent waiver of any other provision.

13.2. This Agreement may not be amended except through a written agreement of the Parties.

14. INTERPRETATION

14.1. A provision of this Agreement which requires a Party to perform an act shall be construed to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall be construed to prohibit the Party from permitting others within its control to perform the act.

14.2. This Agreement shall be construed according to the laws of the State of New York without regard to its conflicts of laws rules or principles. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

14.3. Each Party shall be deemed to be required to perform all of its respective obligations under this Agreement, at its own expense, except to the extent that this Agreement specifies otherwise.

14.4. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations, and corporations, including public bodies as well as natural persons.

14.5. The terms “hereby,” “hereto,” “herein,” “hereunder,” and any similar term, as used in this Agreement, refer to this Agreement.

15. SECTIONAL HEADINGS

15.1. The sectional headings are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

16. ASSIGNMENT

16.1. Neither Party may assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

17. AUTHORITY TO ACT/SIGN

17.1. The Municipality’s signatory hereby represents, warrants, personally guarantees, and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Municipality of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Municipality. No other action on the part of the Municipality or any other person or entity, are necessary to authorize the Municipality’s signatory to enter into this Agreement, or to consummate the transactions contemplated herein

18. ADVICE OF COUNSEL

18.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

19. COUNTERPARTS

19.1. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals.

COUNTY OF ONEIDA

[MUNICIPALITY]

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
NAME  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED

\_\_\_\_\_  
Andrew Dean, Esq  
Deputy County Attorney–Administration





**EXHIBIT B**

MATERIAL COST FOR PAINTING  
ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

January 19, 2024

<b><u>COST FOR ONE (1) MILE OF CENTER LINE YELLOW PAINT FOR TWO (2) 4" LINES ONE WAY</u></b>				
<b>ITEM</b>	<b>AMOUNT</b>	<b>UNIT</b>	<b>PRICE PER</b>	<b>TOTAL</b>
Yellow Striping Paint per Gallon	30	GALLONS	12.15	\$ 364.50
7 Lb Beads per Gallon	182	POUNDS	0.442	\$ 80.44
Equipment				\$ 48.44
Labor				\$ 41.67
<b>COST FOR ONE (1) MILE OF CENTER LINE YELLOW PAINT</b>			<b>TOTAL:</b>	<b>\$ 535.05</b>

<b><u>COST FOR ONE (1) MILE OF EDGE LINE WHITE PAINT FOR TWO (2) 6" LINES ONE WAY</u></b>				
<b>ITEM</b>	<b>AMOUNT</b>	<b>UNIT</b>	<b>PRICE PER</b>	<b>TOTAL</b>
Yellow Striping Paint per Gallon	32	GALLONS	9.69	\$ 310.08
7 Lb Beads per Gallon	224	POUNDS	\$ 0.44	\$ 98.56
Equipment				\$ 96.88
Labor				\$ 83.35
<b>COST FOR ONE (1) MILE OF EDGE LINE WHITE PAINT</b>			<b>TOTAL:</b>	<b>\$ 588.87</b>



**ONEIDA COUNTY  
DEPARTMENT OF PUBLIC WORKS**

George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
County Executive

MATTHEW S. BAISLEY  
Commissioner

March 12, 2024

Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 21-192

**PUBLIC WORKS**

WAYS & MEANS

Dear County Executive Picente,

Enclosed, please find a contract with Barton & Loguidice, D.P.C. ("B & L) for professional engineering services for the rehabilitation of the following five County structures:

1. C4-42, Bartlett Road over Tributary of Mohawk River, City of Rome;
2. C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence;
3. C7-67A, Emeryville Road over Tributary of Cobb Brook, Town of Florence
4. C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna; and
5. C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland.

The Department of Public Works issued a request for proposals for these services. On December 6, 2023, the Oneida County Board of Acquisition and Contract awarded the enclosed contract to B & L with a not-to-exceed fee in the amount of \$140,500.00. The term of the agreement begins upon its full execution and continues through the completion of the work, or December 31, 2025, whichever is sooner.

If acceptable, please forward the enclosed contract to the Oneida County Board of Legislators for approval.

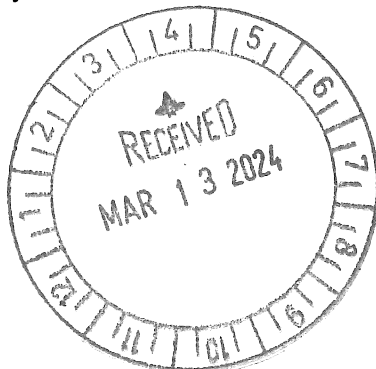
Thank you for your continued support.

Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
Commissioner

Enclosures



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

*Anthony J. Picente, Jr.*

Anthony J. Picente, Jr.  
County Executive

Date 3-13-24

Oneida County Department: Public Works

Competing Proposal   X    
Only Respondent         
Sole Source RFP         
Other       

### ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** Barton & Loguidice, D.P.C.  
443 Electronics Parkway  
Liverpool, New York 13088

**Title of Activity of Service:** Professional Consulting Services  
Five (5) County Culvert Replacements

**Proposed Dates of Operation:** Start on Execution – 12/31/2025

**Client Population/Number to be Served:** N/A

#### Summary Statements

##### 1) Narrative Description of Proposed Services:

This contract is for engineering services needed to prepare plans and specifications for the following projects:

1. C4-42, Bartlett Road over Tributary of Mohawk River, City of Rome.
2. C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence.
3. C7-67A, Emeryville Road over Tributary of Cobb Brook, Town of Florence.
4. C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna.
5. C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

<b>4) Funding</b>	<b>Account #:</b>	H-DPW-020
	<b>Total Funding Requested:</b>	\$140,500.00
	<b>Oneida County Dept. Funding Recommendation:</b>	\$140,500.00
	<b>Proposed Funding Sources</b>	
	<b>Federal:</b>	\$0.00
	<b>State:</b>	\$0.00
	<b>County:</b>	\$140,500.00
	<b>Other:</b>	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

## **ENGINEERING SERVICES AGREEMENT**

This Engineering Services Agreement, effective upon the date of its full execution (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and Barton & Loguidice, D.P.C. (“Consultant”), a New York domestic professional service corporation with its principal place of business located at 443 Electronics Parkway, Liverpool, New York 13088. The County and the Consultant are each a “Party” and together, the “Parties.”

### **WITNESSETH:**

WHEREAS, the County requires engineering services and the preparation of plans and specifications for the rehabilitation of twelve County-owned structures, and issued a request for proposals seeking such services (the “RFP”), a copy which is annexed as Exhibit B; and

WHEREAS, the Consultant submitted a proposal to provide such plans and specifications (the “Proposal”), and a copy of its Proposal is annexed as Exhibit C; and

WHEREAS, the County wishes to hire the Consultant to provide engineering services for five of the County-owned structures, and the Consultant wishes to provide such services in exchange for payment;

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

#### **1. SERVICES**

- 1.1. The Consultant shall provide engineering services in accordance with the RFP for the following five County-owned structures: (a) Structure C4-42, Bartlett Road over Tributary of Mohawk River, City of Rome; (b) Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence; (c) Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Town of Florence; (d) Structure C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna; and (e) Structure C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland (collectively, the “Services”).

#### **2. TERM**

- 2.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the earlier of completion of the Services or December 31, 2025.

#### **3. NOTICE TO PROCEED**

- 3.1. The Consultant shall not commence the performance of the Services until the County issues a Notice to Proceed.
- 3.2. The Notice to Proceed shall be in the form of a letter signed by County’s project manager, as identified in this Agreement, authorizing the commencement of the

Services.

**4. COMPENSATION**

- 4.1. For Consultant's providing the Services, the County will pay Consultant a not-to-exceed fee of One Hundred Forty Thousand Five Hundred Dollars and Zero Cents (\$140,500.00). Payment shall be made on a basis of Services completed and billed in accordance with the hourly rates established in the Proposal. For the sake of clarity, the not-to-exceed fee shall consist of the following amounts for each County structure:
  - 4.1.1. Structure C4-42, Bartlett Road over Tributary of Mohawk River City of Rome, Thirty-Three Thousand Seven Hundred Dollars and Zero Cents (\$33,700.00).
  - 4.1.2. Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence and Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Town of Florence (such structures combined for billing and payment purposes because of their proximity to each other), Thirty-Nine Thousand Four Hundred Dollars and Zero Cents (\$39,400.00).
  - 4.1.3. Structure C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna, Thirty-Three Thousand Seven Hundred Dollars and Zero Cents (\$33,700.00).
  - 4.1.4. Structure C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland, Thirty-Three Thousand Seven Hundred Dollars and Zero Cents (\$33,700.00).
- 4.2. Consultant shall not be entitled to payment for any Services performed prior to the issuance of the Notice to Proceed or following the termination of this Agreement.

**5. EXECUTORY OR NON-APPROPRIATION CLAUSE**

- 5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for payment for the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement.

**6. PERFORMANCE OF THE SERVICES**

- 6.1. The Consultant affirms that it does not have any financial interest or conflict of interest that would prevent the Consultant from providing unbiased, impartial service under this Agreement.
- 6.2. The Consultant shall perform the Services with professional care and in accordance with industry standards.

- 6.3. It is understood and agreed that the Consultant has the professional skills necessary to perform the Services and that the County relies upon the professional skills of the Consultant to do and perform the Services.
- 6.4. The Consultant agrees to maintain in confidence and to not disclose to any person or entity, without the County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this section shall survive the termination of this Agreement for whatever cause.
- 6.5. The Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform the Services in a professional and competent manner.
- 6.6. The Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, State or local laws or regulations impose specific requirements for the performance of the same.
- 6.7. The Consultant is solely responsible for paying all of its expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.
- 6.8. The Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind the County, or create obligations on the part of County, without the prior written authorization of the County.
- 6.9. The Consultant understands that prompt and ready completion of the Services is required, time being of the essence. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. The Consultant agrees to diligently perform the Services.
- 6.10. The Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

7. **NON-ASSIGNMENT**

- 7.1. The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by County.

8. **SUBCONTRACTS**

- 8.1. A subconsultant is a person who has an agreement with Consultant to perform any of the Services.
- 8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a

list of names of subconsultants to whom it proposes to award any portion of the Services. By execution of this Agreement, the County agrees to the performance of Services by such subconsultants, if any.

- 8.3. All agreements between the Consultant and its subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits. The Consultant shall be solely responsible and shall remain liable for the performance of the Services.

## 9. **CHANGE IN SERVICES**

- 9.1. In case of changes affecting the scope of the Services resulting from new findings or unanticipated conditions, the Consultant shall promptly notify the County of the changes and advise the County of the recommended solution. The Services shall not be modified without prior written authorization of the County. Payments for any additional services authorized by the County shall be agreed upon in writing prior to commencement of such additional services.

## 10. **PROJECT MANAGERS**

- 10.1. The County designates the Commissioner of Public Works as its project manager, who shall be responsible for: administering and interpreting the terms and conditions of this Agreement, monitoring the Consultant's performance under this Agreement, and communication with the Consultant.
- 10.2. The Consultant designates Matthew Patterson, its Executive Vice President, as its project manager who shall be responsible for all matters relating to Consultant's performance under this Agreement and for communication with the County.
- 10.3. Either Party may change its project manager in a notice provided to the other Party pursuant to Section 11.

## 11. **NOTICES**

- 11.1. Notices to County shall be sent by United States certified mail, return receipt requests, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.
- 11.2. Notices to the Consultant shall be sent by United States certified mail, return receipt requested, to Consultant's project manager at the address first set forth above or at such other address last furnished in writing.

## 12. **INDEPENDENT CONTRACTOR STATUS**

- 12.1. The Consultant, its subconsultants, and all of their collective officers, employees, and agents are independent contractors in the performance of this Agreement. They shall not be deemed employees of the County and shall not make any claim, demand or application for any employee benefit including, but not limited to,



unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. They shall conduct themselves in accordance with their status as independent contractors and shall not hold themselves out as, nor claim to be, officers or employees of County. The County shall have the right to participate in any conference, discussion, or negotiation with any governmental agency regarding such persons' status as independent contractors.

- 12.2. Payments to the Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by Consultant as a result of the County not making such payments or withholdings.

### 13. **ASSUMPTION OF RISK AND INDEMNIFICATION**

- 13.1. The Consultant solely assumes the risk of unforeseen obstacles and difficulties in the performance of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.
- 13.2. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the County, its officers, employees and agents (collectively, the "Indemnitees") from any and all claims (including but not limited to claims asserted by any employees of the Consultant), costs, and expenses of whatever kind (including but not limited to attorneys' fees) allegedly arising out of or in any way related to: (a) the risks it assumes under this Section 13, (b) the Consultant's or its subconsultant's performance of this Agreement; (c) intentional or negligent acts or omissions of the Consultant or its officers, employees, subconsultants, or agents; or (d) from the Consultant's or its officer's, employee's, subconsultant's, or agent's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.
- 13.3. Neither the termination of this Agreement nor the making of any payment shall release the Consultant from its obligations under this Section 13. The enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

### 14. **INSURANCE REQUIREMENTS**

- 14.1. Consultant shall purchase and maintain, and shall require any subconsultant to purchase and maintain, insurance of the following types of coverage and limits of

liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- 14.1.1. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. The Consultant shall maintain said CGL coverage for itself and the additional insured for the duration of this Agreement and shall maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion of the Services.
- 14.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 14.1.3. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.
- 14.1.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- 14.1.5. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim.
- 14.2. Waiver of Subrogation: the Consultant waives all rights against the County and its officers, employees, and agents for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 14.3. The County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to County. Acceptance of the

certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require Consultant to provide insurance policies for review by the County. The Consultant grants County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

**15. REQUIRED PROVISIONS OF LAW**

- 15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by the Parties.
- 15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein.
- 15.3. The Consultant agrees that it shall not discriminate against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof, whether by Consultant or any subconsultant.

**16. MATERIAL BREACH**

- 16.1. A material breach of this Agreement shall include, but not be limited to, the following:
  - 16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.
  - 16.1.2. If any representation or warranty made by Consultant in inducing the County's acceptance of this Agreement shall be incorrect or fallacious in any respect.
  - 16.1.3. If the Consultant shall file a voluntary petition in Bankruptcy Court or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.
  - 16.1.4. If the Consultant assigns its rights and duties under this Agreement without the prior written consent of County.

16.1.5. If the Consultant provides defective Services, as determined by the County in its reasonable discretion.

16.2. If Consultant materially breaches this Agreement, County may, without limitation: (a) declare Consultant in default and pursue all remedies provided herein or available at law; (b) perform the Services and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement; (c) contract with a third party for the performance of the Services and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement; or (d) immediately terminate this Agreement as set forth in Section 17.

17. **TERMINATION**

17.1. The County may terminate this Agreement immediately upon Consultant's material breach of this Agreement.

17.2. The County may terminate this Agreement for any reason upon ten (10) days' written notice to Consultant.

17.3. The Consultant may terminate this Agreement upon thirty (30) days' written notice to County identifying a substantial failure by County to fulfill its obligations under this Agreement, but only if such substantial failure remains uncured upon the conclusion of such 30-day notice period.

17.4. If this Agreement is terminated, Consultant shall be entitled to payment only for Services satisfactorily performed prior to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of all materials provided to the Consultant or prepared by the Consultant for the County in connection with this Agreement.

18. **OWNERSHIP OF DOCUMENTS**

18.1. All deliverables, drawings, plans and specifications prepared in the performance of this Agreement shall be and remain County property. The Consultant may retain copies of such documents but may not use them for other projects without the prior written approval of the County.

19. **NON-WAIVER**

19.1. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not authorize a preceding or subsequent waiver of that or any other provision.

20. **CHOICE OF LAW/FORUM**

20.1. This Agreement shall be construed and enforced in accordance with the laws of the

State of New York without regard to its conflicts of laws.

20.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York located in Oneida County, New York.

**21. INCORPORATION BY REFERENCE AND ORDER OF PRECEDENCE**

21.1. The following exhibits are incorporated into this Agreement. In the case of conflicts between the provisions of this Agreement and the exhibits, or among the exhibits, the following order of precedence shall control:

21.1.1. Exhibit A – Standard Oneida County Conditions

21.1.2. This Agreement

21.1.3. Exhibit B – The RFP

21.1.4. Exhibit C – The Proposal

**22. SUCCESSORS AND ASSIGNS**

22.1. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, legal or personal representatives, successors, and permitted assigns.

**23. SEVERABILITY**

23.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

**24. ENTIRE AGREEMENT**

24.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

**25. COUNTERPARTS**

25.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

**26. AUTHORITY TO ACT/SIGN**

26.1. The Consultant's signatory hereby represents and certifies that: he or she has the

power and authority to execute and deliver this Agreement; the execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Consultant; and no other action on the part of the Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

27. **ADVICE OF COUNSEL**

27.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

*[Remainder of page intentionally left blank]*

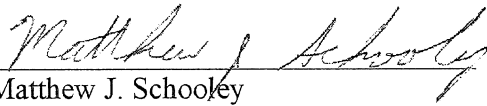
IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

\_\_\_\_\_  
Date

BARTON & LOGUIDICE, D.P.C.

  
\_\_\_\_\_  
Matthew J. Schooley  
Executive Vice President

03/12/2024  
Date

Approved:

\_\_\_\_\_  
Andrew Dean, Esq.  
Deputy County Attorney-Administration



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown MA 107 Audubon Rd  Wakefield MA 01880	CONTACT NAME: Matthew Mullard
	PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463
	E-MAIL ADDRESS: kathleen.rullo@bbrown.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : National Fire Insurance Company of Hartford 20478
	INSURER B : Valley Forge Insurance Company 20508
	INSURER C : The Continental Insurance Company 35289
	INSURER D : Travelers Casualty and Surety Company of America 19038
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 2023 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross-Liability	Y	6017222821	04/24/2023	04/24/2024	EACH OCCURRENCE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
						MED EXP (Any one person) \$ 15,000	
						PERSONAL & ADV INJURY \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	6017222852	04/24/2023	04/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
						BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	6017222849	04/24/2023	04/24/2024	EACH OCCURRENCE \$ 10,000,000	
						AGGREGATE \$ 10,000,000	
						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6017222835	04/24/2023	04/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof. Liability Pollution Liability		107877467	07/20/2023	07/20/2024	PER CLAIM 5,000,000 AGGREGATE 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering Consulting Services  
Oneida County and all others required are included as additional insured to the extent allowed on the blanket additional insured endorsements included on the above listed policies. Includes 30-day notice of cancellation.

## CERTIFICATE HOLDER

Oneida County  
800 Park Ave  
  
Utica NY 13501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



## **ADDENDUM – STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the “Contract”), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

### **1. EXECUTORY OR NON-APPROPRIATION CLAUSE**

- a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

### **2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS**

- a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority’s service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority’s service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

### **3. CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant,

the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - C. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and
    - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
  - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. The Contractor will or will continue to provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing an on-going drug-free awareness program to inform employees about:
    - 1). The dangers of drug abuse in the workplace;
    - 2). The Contractor's policy of maintaining a drug-free workplace;
    - 3). Any available drug counseling, rehabilitation, and employee assistance program; and
    - 4). The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.c.i.A) above;
  - D. Notifying the employee in the statement required by paragraph (3.c.i.A) that as a condition of employment under the Contract, the employee will:
    - 1). Abide by the terms of the statement; and
    - 2). Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.c.i.D.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
    - 1). Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.c.i.D.2), with respect to any employee who is so convicted;

- 1). Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2). Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.c.i.A), (3.c.i.B), (3.c.i.C), (3.c.i.D), (3.c.i.E), (3.c.i.F).
- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---



---

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

- a. When applicable to the services provided pursuant to the Contract:
  - i. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- A. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - B. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - C. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- ii. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- A. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - B. The Contractor may provide data aggregation services relating to the health care operations of the County.
- iii. The Contractor shall:
- A. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - B. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - C. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - D. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - E. Make available protected health information in accordance with 45 CFR § 164.524;

- F. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  - G. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - H. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  - I. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- iv. The Contractor agrees that this contract may be amended if any of the following events occurs:
    - A. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
    - B. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
    - C. There is a material change in the business practices and procedures of the County.
  - v. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## **5. NON-ASSIGNMENT CLAUSE**

- a. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. WORKER'S COMPENSATION BENEFITS**

- a. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. NON-DISCRIMINATION REQUIREMENTS**

- a. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. WAGE AND HOURS PROVISIONS**

- a. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

**9. NON-COLLUSIVE BIDDING CERTIFICATION**

- a. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
- i. The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
  - ii. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - iii. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. RECORDS**

- a. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.



**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION**

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. CONFLICTING TERMS**

- a. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. GOVERNING LAW**

- a. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS**

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

- b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to meet with the approval of the County.

**15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT**

- a. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

**16. GRATUITIES AND KICKBACKS**

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**17. AUDIT**

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall

maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

**18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

- a. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

**19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.**

- a. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:
  - i. For the purposes of this provision, the "use of tobacco" shall include:

- A. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - B. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- ii. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
  - iii. For the purposes of this provision, “on Oneida County property” shall be defined as:
    - A. Upon all real property owned or leased by the County of Oneida; and
    - B. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
    - C. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

**20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G.**

- a. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

**Oneida County Department of Public Works**

Division of Engineering  
5999 Judd Road, Oriskany, New York 13424

Request for Proposal

**PROFESSIONAL CONSULTING DESIGN SERVICES**

**FOR**

- 1. REPLACEMENT OF STRUCTURE C4-42, BARTLETT ROAD OVER TRIBUTARY OF MOHAWK RIVER, ROME**
  - 2. REPLACEMENT OF STRUCTURE C3-47, EAST FLOYD ROAD OVER SLATE CREEK, FLOYD**
  - 3. REPLACEMENT OF STRUCTURE C5-91, TRENTON ROAD OVER TRIBUTARY OF REALL CREEK, MARCY**
  - 4. REPLACEMENT OF STRUCTURE C6-9, BURNHAM ROAD OVER WATERMAN'S BROOK, MARSHALL**
  - 5. A: REPLACEMENT OF STRUCTURE C2-70A, TABERG ROAD OVER TRIBUTARY OF COBB BROOK, FLORENCE**  
**B: REPLACEMENT OF STRUCTURE C7-67A, EMPEYVILLE ROAD OVER TRIBUTARY OF COBB BROOK, FLORENCE**
  - 6. REPLACEMENT OF STRUCTURE C1A-20, MOHAWK STREET OVER CHAPMAN CREEK, NEW HARTFORD**
  - 7. REPLACEMENT OF STRUCTURE C4-76, WEBSTER HILL ROAD OVER TRIBUTARY OF MOHAWK RIVER, WESTERN**
  - 8. REPLACEMENT OF STRUCTURE C3-76, WEBSTER HILL ROAD OVER TRIBUTARY OF HAYNES BROOK, WESTERN**
  - 9. REPLACEMENT OF STRUCTURE C1-54A, VIENNA ROAD OVER TRIBUTARY OF FISH CREEK, VIENNA**
  - 10. REPLACEMENT OF STRUCTURE C9-32, KIRKLAND AVE OVER TRIBUTARY OF ORISKANY CREEK, KIRKLAND**
  - 11. REPLACEMENT OF STRUCTURE CX-67, POINT ROCK ROAD OVER TRIBUTARY OF EAST BRANCH OF FISH CREEK, LEE**
  - 12. REPLACEMENT OF STRUCTURE CX-92, WALKER ROAD OVER TRIBUTARY OF REALL CREEK, DEERFIELD**
- 

October 2023

## REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING DESIGN SERVICES

### **1. Introduction**

**1.1.** The County of Oneida (the “County”) is soliciting a proposal for Professional Consulting Design Services defined in Section 2. Project Description and Section 3. Scope of Services.

**1.2.** Proposal must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to [ndigennaro@ocgov.net](mailto:ndigennaro@ocgov.net) or via mail on a USB flash drive to:

Nicholas P. DiGennaro, P.E., CFM  
Deputy Commissioner  
Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, New York 13424

**1.3.** Proposal is due at the above address no later than 2:00 p.m. on November 22, 2023.

**1.4.** Questions relating to this RFP should be directed to Jason Swistak at (315) 793-6240/ [jswistak@ocgov.net](mailto:jswistak@ocgov.net) or Nicholas DiGennaro at 315-793-6233/ [ndigennaro@ocgov.net](mailto:ndigennaro@ocgov.net) no later than 2:00 p.m. on November 15, 2023.

**1.5.** Site visits should be coordinated with Jason Swistak.

### **2. Project Description**

**2.1.** The following structures will be replaced as noted herein.

**2.1.1.** **Structure C4-42, Bartlett Road Over Tributary of Mohawk River, City of Rome.**

**2.1.1.1.** The existing structure is a 6 ft. Corrugated Metal Pipe.

**2.1.1.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

**2.1.2.** **Structure C3-47, East Floyd Road Over Slate Creek, Town of Floyd.**

**2.1.2.1.** The existing structure is a 5 ft. x 5ft. Cast-in-place concrete box culvert.

**2.1.2.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

**2.1.3.** **Structure C5-91, Trenton Road Over Tributary of Reall Creek, Town of Marcy.**

**2.1.3.1.** The existing structure is a 5 ft. x 4 ft. Cast-in-place concrete box culvert that turns down on a 45° angle to the outlet.

**2.1.3.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert with grouted rip-rap embankment.

**2.1.4.** **Structure C6-9, Burnham Road over Waterman’s Brook, Town of Marshall.**

**2.1.4.1.** The existing structure is a 4 ft. diameter riveted boiler pipe.

**2.1.4.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

**2.1.5. A: Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence**

**B: Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Town of Florence**

**2.1.5.1.** A: The existing structure consists of 2 - 36" corrugated metal pipes with no separation.

B: The existing structure consists of 2 - 30" steel pipes with minimal separation.

**2.1.5.2.** A hydraulic analysis will be required, and it is anticipated that the new structures will be precast concrete box culverts.

**2.1.6. Structure C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford**

**2.1.6.1.** The existing structure consists of a 4.5 ft. corrugated metal pipe with a mid-line drop inlet.

**2.1.6.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

**2.1.7. Structure C4-76, Webster Hill Road over Tributary of Mohawk River, Town of Western**

**2.1.7.1.** The existing structure consists of a 4 ft. x 5'-3" box culvert.

**2.1.7.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

**2.1.8. Structure C3-76, Webster Hill Road over Tributary of Haynes Brook, Town of Western**

**2.1.8.1.** The existing structure consists of a 4 ft. x 5'-3" box culvert.

**2.1.8.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert. It is also anticipated that this structure will require a realignment to eliminate the concrete retaining wall.

**2.1.9. Structure C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna**

**2.1.9.1.** The existing structure consists of a 6'-10" x 5'-0" corrugated metal plate arch pipe.

**2.1.9.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

**2.1.10. Structure C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland**

**2.1.10.1.** The existing structure consists of a 5 ft. x 4 ft. box culvert with an arch top.

**2.1.10.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

**2.1.11. Structure CX-67, Point Rock Road over Tributary of East Branch of Fish Creek, Town of Lee**

**2.1.11.1.** The existing structure consists of a 4 ft. (RCP) Reinforced Concrete Pipe.

**2.1.11.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

**2.1.12. Structure CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield**

**2.1.12.1.** The existing structure consists of a 30" corrugated metal pipe then a 4 ft. x 5ft. box culvert.

**2.1.12.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert. This project will also include roadside embankment restoration to the west. Limits of the embankment restoration are 43.16302, -75.15939.

**2.2.** All structures meeting the stream classification criteria are anticipated to be designed per USACE/NYSDEC stream crossing design standards (e.g., Aquatic Organism Passage). Below is a table that is based on and references the NYSDEC Environmental Resource Mapper

<b>Structure ID</b>	<b>STANDARD</b>	<b>CLASSIFICATION</b>	<b>REGULATION</b>
Structure C4-42	-----	-----	-----
Structure C3-47	C	C	876-545
Structure C5-91	C	C	876-435
Structure C6-9	C	C	876-488
Structure C2-70A	C(T)	C	899-132
Structure C7-67A	C(T)	C	899-132
Structure C1A-20	B	B	875-20
Structure C4-76	A(T)	A	876-603
Structure C3-76	A(T)	A	876-603
Structure C1-54A	-----	-----	-----
Structure C9-32	-----	-----	-----
Structure CX-67	C(TS)	C	899-113.1
Structure CX-92	C	C	876-435



### **3. Scope of Services**

**3.1.** This RFP will be treated as 12 individual projects for the 13 locations. Structures C2-70A and C7-67A will be combined into a single project due to their proximity.

**3.2.** Consultant shall design a complete project suited to the location, along with appropriate approaches, if required. The Consultant will be responsible for designing the most cost effective, and functional system.

**3.3.** The Consultant shall be required to prepare separate site-specific plans, cost estimates, and bid specifications for the projects, as described in Section 2, Project Description, and as directed by the County.

**3.4.** Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.

**3.5.** Work shall include preparation of plans, cost estimates, and bid specifications for all related work as well as all field surveys, and tests necessary for a complete project design.

**3.6.** The Consultant shall be responsible for preparing and securing a joint NYSDEC/ACOE permit for all structure replacements. The County shall pay all permit fees when applicable.

**3.7.** Consultant shall be responsible for preparing and securing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.

**3.8.** Plans and specifications shall be ready for bid no later than 90 days after execution of an Agreement for Consultant Services and a written or verbal notice to proceed from the County project manager.

**3.9.** Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:

**3.9.1.** NYSDOT:

**3.9.1.1.** HS-25 Live Load Rating

**3.9.1.2.** The Environmental Manual

**3.9.1.3.** Standard Specifications for Construction and Materials

**3.9.1.4.** Highway Design Manual - Volume 1, 2 and 3

**3.9.1.5.** Manual of Uniform Traffic Control Devices

**3.9.1.6.** Policy on Geometrics of Structures

**3.9.1.7.** Standard Specifications for Highway Bridges

**3.9.1.8.** Standard Details for Highway Bridges

**3.9.1.9.** Engineering Instructions / Bulletins

**3.9.2.** AASHTO:

**3.9.2.1.** Standard Specifications for Highway Bridges

**3.9.2.2.** Policy on Geometric Design of Highways and Streets

**3.9.3.** Any other applicable NYSDOT or AASHTO guideline.

**3.10.** Generate formal minutes for all meetings. Minutes shall be distributed to the County and all other parties involved.

**3.11.** Consultant Services shall be divided into the following sequential phases:

**3.11.1.** Implementation

**3.11.1.1.** Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope.

**3.11.1.2.** Inspect site and review existing data available for project development.

**3.11.1.3.** Analyze various design alternatives with regards to cost and schedule. Submit results to the County for review and selection.

**3.11.2.** Design Development

**3.11.2.1.** Verify design alternative selected by the County.

**3.11.2.2.** Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.

**3.11.2.3.** Review and incorporate comments and revisions into design.

**3.11.2.4.** Provide a detailed statement of probable construction cost.

**3.11.3.** Comments, Revisions and Final Review

**3.11.3.1.** Submit drawings and specifications for approval to all agencies concerned, including, but not limited to, County and governing New York State permitting agencies.

**3.11.3.2.** Review and incorporate comments and revisions into design.

**3.11.3.3.** Provide a detailed statement of individual probable construction cost.

**3.11.3.4.** Provide all information generated during design development. Include, as a minimum, all hand calculations and computer program outputs (hydraulic analysis, etc.), subsurface information, bearing capacity analysis, and ASCII survey coordinate file.

**3.11.4.** Bid Documents

**3.11.4.1.** It is understood that NOT all these projects will be let for the 2025 construction season. Projects not let in 2025 will be shelved until construction funds are secured. In the event that shelved projects need to be updated/refreshed, the

design consultant shall be required to update bid documents as required by the County. The cost for these services shall be funded through a contingency fund of Five Thousand Dollars (\$5,000.00), for each project site. This contingency fund shall be included in the proposed fee.

**3.11.4.2.** Prepare final individual site-specific design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.

**3.11.4.3.** Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.

**3.11.4.4.** Provide PDF files containing entire bid document (plans and specifications), for each Project.

**3.11.5.** Public Bidding

**3.11.5.1.** The County shall reproduce and distribute all construction documents.

**3.11.5.2.** Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.

**3.11.5.3.** Review bids submitted by contractors and forward recommendation to the County.

**3.11.6.** Construction Phase

**3.11.6.1.** All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract, the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review and approval, and provide additional services when requested. The cost for these services shall be funded through a contingency fund of Five Thousand Dollars (\$5,000.00), for each project site. This contingency fund shall be included in the proposed fee. The Consultant shall provide a schedule defining hourly rates for each individual assigned to the Project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Consultant shall provide this information on a separate sheet titled "Schedule A".

**3.11.7.** "Record" Drawings

**3.11.7.1.** Upon completion of the Project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.

**3.11.7.2.** Revise original drawings and specifications to accurately depict the "as-built" condition of the Project.

**3.11.7.3.** Deliver to the County electronic copies of "as-built" drawings in Adobe PDF format.

#### **4. Terms and Conditions**

**4.1.** The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

**4.2.** The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

**4.3.** Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

**4.4.** Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

**4.5.** Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

**4.6.** The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

**4.7.** Consultant shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A**.

**4.8.** Consultant shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B**.

**4.9.** Consultant shall comply with and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy, attached hereto as **Appendix C**.

**4.10.** Consultant shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D**.

**4.11.** **Appendix E** shall become part of any contract, resulting from this proposal, between Consultant and County.

## **5. Payment for Services**

**5.1.** Consultant shall invoice County monthly for services rendered.

**5.2.** Payment shall be based on established hourly billing rates.

**5.3.** Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

## **6. Indemnification**

**6.1.** To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

## **7. Insurance Requirements**

**7.1.** The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

**7.2.** Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and at least Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall

cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

**7.3.** Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**7.4.** Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

**7.5.** Workers' Compensation pursuant to statute.

**7.6.** Employer's Liability pursuant to statute.

**7.7.** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and at least Two Million Dollars (\$2,000,000) in the aggregate.

**7.8.** Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella policies to include the County as an additional insured on a primary and non-contributory basis with subrogation waived.

**7.9.** The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

**7.10.** The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

## **8. Independent Contractor Status**

**8.1.** For the purposes of this paragraph, the term “Independent Contractor” shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers’ compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor’s status as an independent contractor.

**8.2.** The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers’ compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

## **9. Document Reproduction and Ownership of Original Drawings and Manuscripts**

**9.1.** The Consultant grants to the County an exclusive license to use the Consultant’s Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant’s sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County’s separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

## **10. Choice of Law**

**10.1.** The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

## **11. Submittal Requirements**

**11.1.** Cover page (one page).

**11.2.** List of sub-consultants (one page).

**11.3.** Signed **Appendix A** – Non-Collusion Certification

**11.4.** Signed **Appendix B**– Iran Divestment Act Certification

**11.5.** Signed **Appendix C** – Recycling and Solid Waste Certification

**11.6.** Signed **Appendix D** – Statement on Sexual Harassment

**11.7.** Completed **Appendix F** – Fee Proposal

**11.8.** Billable hourly rate schedule including sub-consultants.

**12. Special Requirements**

**12.1.** The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub-consultants.

**13. Responsibility of Consultant**

**13.1.** If it is found that Consultant is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected, and any contract(s) entered into may be terminated immediately upon notice without penalty.



**Appendix A  
Non-Collusion Certification**

The following section is an excerpt from the General Municipal Law.

§103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State.

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:  
Non-collusive Bidding Certification.

(a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been

complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix B**  
**Iran Divestment Act - Certification**

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix C**  
**Recycling and Solid Waste Management Certification Form for Oneida County Contracts**

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

**REGULATORY COMPLIANCE**

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.
  
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**CERTIFICATION STATEMENT**

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix D**  
**Statement on Sexual Harassment in Accordance with New York State Law**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix E**  
**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

- a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

- a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

- iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
  - i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
    - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
  - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - i. The Contractor will or will continue to provide a drug-free workplace by:
    - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - B. Establishing an ongoing drug-free awareness program to inform employees about:
      - 1) The dangers of drug abuse in the workplace;
      - 2) The Contractor's policy of maintaining a drug-free workplace;
      - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
      - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
    - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
      - 1) Abide by the terms of the statement; and
      - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
  - 1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.
- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code)

---



---



---

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:
    - A. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
  - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or



iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. WORKER'S COMPENSATION BENEFITS. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.
8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.
9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as

to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.
11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
  - a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
  - b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.
12. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.
14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.
  - a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.
  - b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.
15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).
16. GRATUITIES AND KICKBACKS.
  - a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
  - b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
17. AUDIT.
  - a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall

maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

- a. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default,
- d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and

- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

**Appendix F  
Proposals Form**

Please be sure to include two (2) \$5,000.00 contingency funds (\$10,000 total), for each project site (as described in section 3.11.6.1 and 3.11.6.1). In case of conflict between the prices, the price written in words will control.

We submit the following fee proposal for Engineering Design Services for:

- 1. Replacement of Structure C4-42, Bartlett Road over Tributary of Mohawk River, City of Rome.  
Lat. 43.18202 Lon. -75.43034**

---

Total Price Written in Numbers

---

Total Price Written in Words

- 2. Replacement of Structure C3-47, East Floyd Road over Slate Creek, Town of Floyd.  
Lat. 43.25291 Lon. -75.35416**

---

Total Price Written in Numbers

---

Total Price Written in Words

- 3. Replacement of Structure C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy.  
Lat. 43.16341 Lon. -75.20975**

---

Total Price Written in Numbers

---

Total Price Written in Words

- 4. Replacement of Structure C6-9, Burnham Road over Waterman's Brook, Town of Marshall.  
Lat. 42.97556 Lon. -75.42333**

---

Total Price Written in Numbers

---

Total Price Written in Words

- 5. A: Replacement of Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence.  
Lat. 43.38472 Lon. -75.69889**

- B: Replacement of Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Town of Florence.  
Lat. 43.38552 Lon. -75.69940**

---

Total Price Written in Numbers

---

Total Price Written in Words

- 6. Replacement of Structure C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford.  
Lat. 43.04944 Lon. -75.24306**

---

Total Price Written in Numbers

---

Total Price Written in Words

7. **Replacement of Structure C4-76, Webster Hill Road over Tributary of Mohawk River, Town of Western.**  
Lat. 43.36486 Lon. -75.40717

---

Total Price Written in Numbers      Total Price Written in Words

8. **Replacement of Structure C3-76, Webster Hill Road over Tributary of Haynes Brook, Town of Western.**  
Lat. 43.38930 Lon. -75.41668

---

Total Price Written in Numbers      Total Price Written in Words

9. **Replacement of Structure C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna.**  
Lat. 43.21450 Lon. -75.71879

---

Total Price Written in Numbers      Total Price Written in Words

10. **Replacement of Structure C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland.**  
Lat. 43.07597 Lon. -75.37637

---

Total Price Written in Numbers      Total Price Written in Words

11. **Replacement of Structure CX-67, Point Rock Road over Tributary of East Branch of Fish Creek, Town of Lee.**  
Lat. 43.37775 Lon. -75.54921

---

Total Price Written in Numbers      Total Price Written in Words

12. **Replacement of Structure CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield.**  
Lat. 43.16297 Lon. -75.15650

---

Total Price Written in Numbers      Total Price Written in Words

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

---

Legal Name of Persons, Firm or Corporation

---

Address

---

Signature

---

Name and Title

---

Date



# Barton & Loguidice

November 17, 2023

Nicholas P. DiGennaro, P.E.  
Deputy Commissioner  
Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, New York 13424

Re: Oneida County Professional Consulting Services for the Replacement of Multiple Structures:

1. Replacement of Structure C4-42, Bartlett Road over Tributary of Mohawk River, Rome
2. Replacement of Structure C3-47, East Floyd Road over Slate Creek, Floyd
3. Replacement of Structure C5-91, Trenton Road over Tributary of Reall Creek, Marcy
4. Replacement of Structure C609, Burnham Road over Waterman's Brook, Marshall
- 5A. Replacement of Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Florence
- 5B. Replacement of Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Florence
6. Replacement of Structure C1A-20, Mohawk Street over Chapman Creek, New Hartford
7. Replacement of Structure C4-76, Webster Hill Road over Tributary of Mohawk River, Western
8. Replacement of Structure C3-76, Webster Hill Road over Tributary of Haynes Brook, Western
9. Replacement of Structure C1-54A, Vienna Road over Tributary of Fish Creek, Vienna
10. Replacement of Structure C9-32, Kirkland Ave over Tributary of Oriskany Creek, Kirkland
11. Replacement of Structure CX-67, Point Rock Road over Tributary of East Branch of Fish Creek, Lee
12. Replacement of Structure CX-92, Walker Road over Tributary of Reall Creek, Deerfield

File: 703.4619

Dear Mr. DiGennaro,

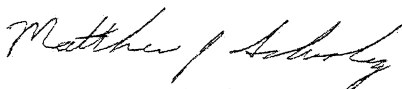
Barton & Loguidice looks forward to continuing its long standing relationship with Oneida County. B&L offers both a widely varied portfolio of projects throughout New York State, as well as numerous successful project experiences with Oneida County.

We are providing the attached submission for Oneida County's replacement of multiple culverts referenced above.

B&L will be teaming with M&P Engineering and Land Surveying, PLLC, together we can provide Oneida County with a seamless project experience improving the County's transportation infrastructure for the residents and businesses who use the above referenced culvert crossings. These infrastructure improvements will serve the community for decades to come. We look forward to speaking with you further about Oneida County's culvert program needs. Please contact me at 315-457-5200.

Sincerely,

**Barton & Loguidice, D.P.C.**



Matthew J. Schooley, P.E.  
Principal

# Technical Assumptions

---

The following assumptions have been made for scoping purposes:

## **Replacement of Various Culverts (Structures C4-42, C3-47, C5-91, C6-9, C2-70A, C7-67A, C1A-20, C4-76, C3-76, C1-54A, C9-32, CX-67, and CX-92) Assumptions**

### Major Items of Work:

- A. Replacement of culverts at various locations.
- B. The project will be progressed using English units.
- C. Assume a rehabilitation concept will NOT be evaluated. Assume the proposed structures will be precast concrete box culverts. Assume the projects that B&L is selected for will be bundled into a single set of contract documents.
- D. Assume a HY-8 hydraulic analysis will be sufficient for all sites.
- E. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required.
- F. Assume 0 soil borings will be required per site location.
- G. Assume 0 ROW takings will be required per site location.
- H. Survey and mapping will include a 75-foot bandwidth extending 100 feet beyond each end of the culvert. Additional edge of pavement and centerline locations will be taken for 100 beyond these limits.
- I. Assume No Environmental Wetland delineations required.
- J. Assume a Joint Application Permit form the NYSDEC/ACOE will be required for the following sites:  
  
C3-47, C5-91, C6-9, C2-70A, C7-67A, C1A-20, C4-76, C3-76, CX-67 and CX-92
- K. Assume no Joint Application Permit required for the following sites: C4-42, C1-54A, C9-32. A Nationwide #3 Permit will be used for these sites.

**Appendix A  
Non-Collusion Certification**

The following section is an excerpt from the General Municipal Law.

§103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State.

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:  
Non-collusive Bidding Certification.

(a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been

complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

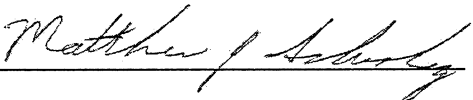
This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

**Submitted By**

Barton & Loguidice, D.P.C.  
(Legal Name of Person, Firm or Corporation)

Name: Matthew J. Schooley

Title: Executive Vice President

Signature: 

Date: November 21 2023

**(SIGN AND RETURN WITH PROPOSAL)**

CORPORATE RESOLUTION

It is hereby resolved that Matthew J. Schooley, Executive Vice President is authorized to sign the bid or proposal of the Corporation for the following projects:

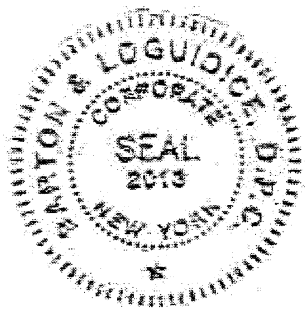
Replacement of Structure C4-42, Bartlett Road over Tributary of Mohawk River, Rome  
Replacement of Structure C3-47, East Floyd Road over Slate Creek, Floyd  
Replacement of Structure C5-91, Trenton Road over Tributary of Reall Creek, Marcy  
Replacement of Structure C609, Burnham Road over Waterman's Brook, Marshall  
Replacement of Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Florence  
Replacement of Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Florence  
Replacement of Structure C1A-20, Mohawk Street over Chapman Creek, New Hartford  
Replacement of Structure C4-76, Webster Hill Road over Tributary of Mohawk River, Western  
Replacement of Structure C3-76, Webster Hill Road over Tributary of Haynes Brook, Western  
Replacement of Structure C1-54A, Vienna Road over Tributary of Fish Creek, Vienna  
Replacement of Structure C9-32, Kirkland Ave over Tributary of Oriskany Creek, Kirkland  
Replacement of Structure CX-67, Point Rock Road over Tributary of East Branch of Fish Creek, Lee  
Replacement of Structure CX-92, Walker Road over Tributary of Reall Creek, Deerfield


And to include in such bid or proposal the certificate as to non-collusion required by section One Hundred Three (103D) of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

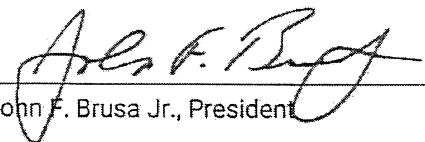
The foregoing is a true and correct copy of the resolution adopted by:

Barton & Loguidice, D.P.C.

Corporation at a meeting of its Board of Directors on the 17<sup>th</sup> day of November, 2023



  
Matthew J. Schooley, Secretary

  
John F. Brusa Jr., President

**Appendix B**  
**Iran Divestment Act - Certification**

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

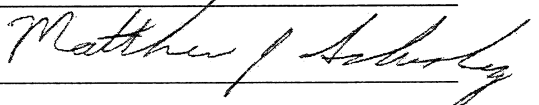
I certify under penalty of perjury that the foregoing is true.

**Submitted By**

Barton & Loguidice, D.P.C.  
\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: Matthew J. Schooley  
\_\_\_\_\_

Title: Executive Vice President  
\_\_\_\_\_

Signature:   
\_\_\_\_\_

Date: November 21, 2023  
\_\_\_\_\_

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix C**  
**Recycling and Solid Waste Management Certification Form for Oneida County Contracts**

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

**REGULATORY COMPLIANCE**

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.
  
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**CERTIFICATION STATEMENT**

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

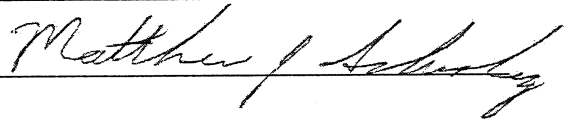
**Submitted By**

Barton & Loguidice, D.P.C.

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: Matthew J. Schooley

Title: Executive Vice President

Signature: 

Date: November 21 2023

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix D**  
**Statement on Sexual Harassment in Accordance with New York State Law**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

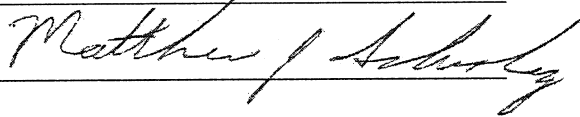
**Submitted By**

Barton & Loguidice, D.P.C.

(Legal Name of Person, Firm or Corporation)

Name: Matthew J. Schooley

Title: Executive Vice President

Signature: 

Date: November 21, 2023

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix F  
Proposals Form**

Please be sure to include two (2) \$5,000.00 contingency funds (\$10,000 total), for each project site (as described in section 3.11.6.1 and 3.11.6.1). In case of conflict between the prices, the price written in words will control.

We submit the following fee proposal for Engineering Design Services for:

- 1. Replacement of Structure C4-42, Bartlett Road over Tributary of Mohawk River, City of Rome.  
Lat. 43.18202 Lon. -75.43034**

<u>\$33,700</u>	<u>Thirty-three thousand seven hundred</u>
Total Price Written in Numbers	Total Price Written in Words

- 2. Replacement of Structure C3-47, East Floyd Road over Slate Creek, Town of Floyd.  
Lat. 43.25291 Lon. -75.35416**

<u>\$36,400</u>	<u>Thirty-six thousand four hundred</u>
Total Price Written in Numbers	Total Price Written in Words

- 3. Replacement of Structure C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy.  
Lat. 43.16341 Lon. -75.20975**

<u>\$36,400</u>	<u>Thirty-six thousand four hundred</u>
Total Price Written in Numbers	Total Price Written in Words

- 4. Replacement of Structure C6-9, Burnham Road over Waterman's Brook, Town of Marshall.  
Lat. 42.97556 Lon. -75.42333**

<u>36,400</u>	<u>Thirty-six thousand four hundred</u>
Total Price Written in Numbers	Total Price Written in Words

- 5. A: Replacement of Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence.  
Lat. 43.38472 Lon. -75.69889**

- B: Replacement of Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Town of Florence.**

**Lat. 43.38552 Lon. -75.69940**

<u>\$39,400</u>	<u>Thirty-nine thousand four hundred</u>
Total Price Written in Numbers	Total Price Written in Words

- 6. Replacement of Structure C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford.  
Lat. 43.04944 Lon. -75.24306**

<u>\$36,400</u>	<u>Thirty-six thousand four hundred</u>
Total Price Written in Numbers	Total Price Written in Words



**7. Replacement of Structure C4-76, Webster Hill Road over Tributary of Mohawk River, Town of Western.**

**Lat. 43.36486 Lon. -75.40717**

<u>\$36,400</u>	<u>Thirty-six thousand four hundred</u>
Total Price Written in Numbers	Total Price Written in Words

**8. Replacement of Structure C3-76, Webster Hill Road over Tributary of Haynes Brook, Town of Western.**

**Lat. 43.38930 Lon. -75.41668**

<u>\$36,400</u>	<u>Thirty-six thousand four hundred</u>
Total Price Written in Numbers	Total Price Written in Words

**9. Replacement of Structure C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna.**

**Lat. 43.21450 Lon. -75.71879**

<u>\$33,700</u>	<u>Thirty-three thousand seven hundred</u>
Total Price Written in Numbers	Total Price Written in Words

**10. Replacement of Structure C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland.**

**Lat. 43.07597 Lon. -75.37637**

<u>\$33,700</u>	<u>Thirty-three thousand seven hundred</u>
Total Price Written in Numbers	Total Price Written in Words

**11. Replacement of Structure CX-67, Point Rock Road over Tributary of East Branch of Fish Creek, Town of Lee.**

**Lat. 43.37775 Lon. -75.54921**

<u>\$36,400</u>	<u>Thirty-six thousand four hundred</u>
Total Price Written in Numbers	Total Price Written in Words

**12. Replacement of Structure CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield.**

**Lat. 43.16297 Lon. -75.15650**

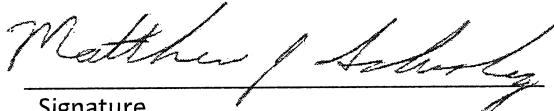
<u>\$37,400</u>	<u>Thirty-seven thousand four hundred</u>
Total Price Written in Numbers	Total Price Written in Words

Note: All twelve sites include \$10,000 for contingencies associated with amending design Section 3.11.4.1 and construction support Section 3.11.6.1 in accordance with the requirements of the RFP.

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Barton & Loguidice, D.P.C.  
Legal Name of Persons, Firm or  
Corporation

443 Electronics Parkway, Liverpool, New York 13088  
Address

  
Signature

Matthew J. Schooley, Executive Vice President  
Name and Title

November 21, 2023  
Date

# Billing Rates for Calendar Year 2023

---

Travel by passenger vehicle*	IRS standard mileage rate
Overnight travel & subsistence	at cost
Telephone, postage, overnight delivery, etc.	at cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Outside services including lab services & printing	Cost plus 15%

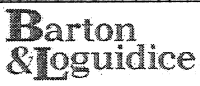
\* IRS standard mileage rate in effect at time of travel (exclusive of operator time).

Individual technical employees at the following hourly rates:

Billing Title	Hourly Rate	
Executive Manager	\$	285.00
Manager IV	\$	220.00
Manager I	\$	185.00
Professional V	\$	153.00
Professional III	\$	126.00
Technician VI	\$	143.00



TITLE		EXECUTIVE MANAGER	MANAGER IV	MANAGER I	PROFESSIONAL V	PROFESSIONAL III	TECHNICIAN VI	LABOR	REIMB	MILES	TELEP	TOTAL	
EMPL	RATE	MJS	WRB	GRWMDP	ZPD	DCK	PJZ/MEK	TOTAL	EXPENSE	(MILES)	REPRO		
<b>SCOPE OF SERVICE</b>													
<b>Phase 1 - Site Data and Preliminary Design</b>													
A.	Design Survey (Review record plans, site visit)				2	2		\$558		100	100	\$758	
B.	Design Mapping						2	\$656				\$656	
C.	Design Standards				1			\$185				\$185	
D.	Hydraulic Analysis		1					\$976				\$976	
E.	Preliminary Plan				2	8	10	\$4,284				\$4,284	
F.	ROW Survey (N/A)											\$0	
G.	Subsurface Investigation											\$0	
H.	Cost Estimate					1	6	\$909				\$909	
<b>Phase 2 - Final Design</b>													
A.	Final Plans (Assume 3 dwgs) and Specifications	2						\$570				\$570	
	Culvert Plan & Profile			4	4	8	8	\$3,504					
	Retaining Wall				4	12	12	\$3,640					
	Culvert Railing Layout & Details				2	8	8	\$2,458					
B.	Environmental Permits					8	16	\$3,240				\$3,240	
<b>Phase 3 - Bidding</b>													
	Scope Items 1-6				2	2		\$558				\$558	
<b>Phase 4 - Construction Admin and Inspection</b>													
	Field Inspection (See Contingency below)											\$0	
<b>Summary</b>													
HOURS TOTAL		0	2	1	9	31	70	40					
DOLLARS/HOUR		\$0	\$285	\$220	\$185	\$153	\$128	\$143					
SUB-TOTAL		\$0	\$570	\$220	\$1,665	\$4,743	\$8,820	\$6,720	\$21,738	\$0	\$100	\$100	\$12,136
LABOR TOTAL						\$21,738							
UPDATE BID DOCUMENTS CONTINGENCY						\$5,000							
CONSTRUCTION CONTINGENCY						\$5,000							
SUB-CONSULTANT / OUTSIDE SERVICES: Survey						\$6,500							
REIMBURSABLE EXPENSES (TOLLS, ETC.)						\$100							
MILEAGE-TELEPHONE, REPRO						\$100							
FEE ESTIMATE						\$37,438							
PROPOSAL FEE (Fee Ceiling)						\$37,400							









**ONEIDA COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
 George E. Carle Complex  
 5999 Judd Road, Oriskany, NY 13424  
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
 County Executive

MATTHEW S. BAISLEY  
 Commissioner

March 12, 2024

Anthony J. Picente Jr.  
 Oneida County Executive  
 800 Park Avenue  
 Utica, NY 13501

FN 20 24-163

**PUBLIC WORKS**

WAYS & MEANS

Dear County Executive Picente,

Proposals were solicited from water treatments specialists to provide all laboratory services, labor, material, and equipment required to test, treat, and monitor HVAC chilled water, hot water, condensing water, and steam systems in various County facilities. A majority of the services are required by applicable New York State laws and regulations.

On January 24, 2024, the Oneida County Board of Acquisition and Contract awarded a contract to Aquatrol Technologies, Inc for water treatment services. The term of the agreement is for three years, plus two additional one-year terms. The price of the first year of the agreement is \$16,350.00, plus an anticipated \$4,249.74 in additional services, for a first-year total of \$20,599.74. Such prices increase each year by 2.5% or the CPI, whichever is less. The total anticipated price for all five years, applying an inflation rate of 2.5%, is \$108,279.00.

Please consider the enclosed contract for these services and if acceptable, please forward the same to the Board of Legislators for its consideration.

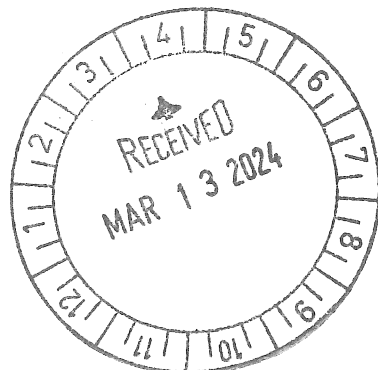
Thank you for your continued support.

Sincerely,

*Matthew S. Baisley*

Matthew S. Baisley  
 Commissioner

Enclosures



Reviewed and Approved for submittal to the  
 Oneida County Board of Legislators by  
*Anthony J. Picente, Jr.*  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 3-13-24



Oneida County Department: Public Works

Competing Proposal  Only Respondent  Sole Source RFP  Other

### ONEIDA COUNTY BOARD OF LEGISLATORS

<b>Name of Proposing Organization:</b>	Aquatrol Technologies, Inc 5909 East Taft Road N. Syracuse, NY 13211
<b>Title of Activity of Service:</b>	Water Treatment Consultant; Cooling Towers, Steam Boilers & Closed Loop Systems.
<b>Proposed Dates of Operation:</b>	Start on Execution – Five Years (Three-year initial term plus two optional renewal terms of one year each)
<b>Client Population/Number to be Served:</b>	N/A

#### Summary Statements

##### 1) Narrative Description of Proposed Services:

Proposals were solicited from water treatments specialists to provide all laboratory services, labor, material, and equipment required to test, treat, and monitor HVAC chilled water, hot water, condensing water, and steam systems in various Count Facilities. A majority of the services are required by applicable New York State laws and regulations.

On January 24, 2024, the Oneida County Board of Acquisition and Contract awarded a contract to Aquatrol Technologies, Inc. The term of the agreement is for three years, plus two additional one-year terms. The price of the first year of the agreement is \$16,350, plus an anticipated \$4,249.74 in additional services, for a first-year total of \$20,599.74. Such prices increase each year by 2.5% or the CPI, whichever is less. The total anticipated price for all five years, applying an inflation rate of 2.5%, is \$108,279.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

<b>4) Funding</b>	<b>Account #:</b>	A1620.493-000
	<b>Total Funding Requested:</b>	\$108,279.00
	<b>Oneida County Dept. Funding Recommendation:</b>	\$108,279.00
	<b>Proposed Funding Sources</b>	
	<b>Federal:</b>	\$0.00
	<b>State:</b>	\$0.00
	<b>County:</b>	\$108,279.00
	<b>Other:</b>	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

## AGREEMENT

This Agreement (the “Agreement”), effective upon the date of its full execution (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501, and Aquatrol Technologies, Inc. (“Aquatrol”), a New York corporation with its principal office at 5905 East Taft Road, North Syracuse, New York 13212. The County and Aquatrol are each a “Party” and together, the “Parties.”

## RECITALS

WHEREAS, the County requires the services of a consultant for the treatment of cooling towers, steam boilers, and closed loop water systems, and issued Request for Proposals No. 2023-367 (the “RFP”), seeking proposals for the performance of such work, and a copy of the RFP is annexed as Exhibit A; and

WHEREAS, Aquatrol submitted a response to the RFP (the “Proposal”), offering to provide the services described in the RFP, and a copy of the Proposal is annexed as Exhibit B; and

WHEREAS, the County wishes to retain Aquatrol to provide treatment services for its cooling towers, steam boilers, and closed loop water systems, as more particularly described in the RFP and the Proposal, and Aquatrol wishes to provide such services to the County.

## AGREEMENT

NOW, THEREFORE, for the consideration set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### 1. TERM

1.1. The term of this Agreement shall commence upon the Effective Date and continue for three (3) years. The Parties may renew this Agreement for up to two (2) additional terms of one (1) year each, upon the same terms and conditions set forth herein.

### 2. THE SERVICES

2.1. Aquatrol shall provide the services described in Sections 2 and 3 of the RFP for those systems identified in the RFP and in accordance with the standards set forth in the RFP (collectively, the “Services”).

### 3. COMPENSATION

3.1. For Aquatrol providing the Services, the County shall pay Aquatrol an amount not to exceed Sixteen Thousand Three Hundred Fifty Dollars and Zero Cents (\$16,350.00) for the first year of this Agreement (“Annual Fee”), as follows:

- 3.1.1. For the systems located at 800 Park Avenue, Utica, New York, Five Thousand Dollars and Zero Cents (\$5,000.00);
- 3.1.2. For the systems located at 200 Elizabeth Street, Utica, New York, Nine Hundred Fifty Dollars and Zero Cents (\$950.00);
- 3.1.3. For the systems located at 321 Main Street, Utica, New York, Nine Hundred Fifty Dollars and Zero Cents (\$950.00);
- 3.1.4. For the systems located at 235 Elizabeth Street, Utica, New York, Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00);
- 3.1.5. For the systems located at 5999 Judd Road, Oriskany, New York, Seven Hundred Fifty Dollars and Zero Cents (\$750.00);
- 3.1.6. For the systems located at 301 W. Dominick Street, Rome, New York, Two Hundred Fifty Dollars and Zero Cents (\$250.00);
- 3.1.7. For the systems located at 120 Airline Street, Oriskany, New York, Five Thousand Dollars and Zero Cents (\$5,000.00);
- 3.1.8. For the systems located at 406 Elizabeth Street, Utica, New York, Four Hundred Fifty Dollars and Zero Cents (\$450.00);
- 3.1.9. For the systems located at 4260 Lee Center, Taberg, New York, Two Hundred Fifty Dollars and Zero Cents (\$250.00); and
- 3.1.10. For the systems located at 8515 Street, Route 28, Barneveld, New York, Two Hundred Fifty Dollars and Zero Cents (\$250.00).
- 3.2. The Annual Fee shall include all material, including all chemicals and consumables, and all labor, including all laboratory and technical services, as required to perform the Services.
- 3.3. At the County’s request, Aquatrol shall provide additional services and equipment at the prices identified below (collectively, the “Additional Services Fees”).

Additional Service and Equipment	Unit Price	Qty
Dip slides or heterotrophic plate count	\$ 10.00	Each
Legionella Culture Test	\$ 130.00	Each
Online Cooling Tower Disinfection	\$ 250.00	Each
Online Cooling tower Decontamination	\$ 500.00	Each
Cooling Tower System Decontamination	\$ 750.00	Each
Nitrate Test Kit	\$ 95.74	Each
Conductivity Meter/Pen	\$ 282.00	Each
Refractometer	\$ 169.00	Each

PH Meter/Pen	\$ 199.00	Each
Bromine Meter/Pen	\$ 687.00	Each
35%/75% Propylene Glycol Mixture (55 Gallon Drum)	\$ 467.00 / 710.00	Each

- 3.4. For each year after the first year of this Agreement, the Annual Fee and the Additional Services Fees shall increase by two- and one-half percent (2.5%) or the annual inflation rate as measured by the Consumer Price Index, whichever is less.
- 3.5. The County shall pay the Annual Fee in twelve monthly installments. Each month, Aquatrol shall submit to the County an invoice setting forth the Annual Fee allocated to the previous month and any Additional Services Fees incurred in the previous month. Such invoices shall be in a form acceptable to the County and its Department of Audit and Control. The County shall pay such invoices only after review and approval by its Department of Audit and Control.

4. PERFORMANCE

- 4.1. Aquatrol represents that it is properly qualified, licensed, financed, organized and equipped to perform the Services and any additional services hereunder.
- 4.2. Aquatrol will furnish all labor, equipment, materials, supplies and facilities necessary for the performance of the Services and any additional services.
- 4.3. Aquatrol shall be responsible for providing its employees, agents, and servants with all safety equipment necessary to comply with all applicable federal, state and industry standards. Aquatrol shall secure and maintain safe worksites, equipment and conditions in accordance with the requirements of any and all applicable laws and regulations, and industry standards.
- 4.4. Aquatrol shall be solely responsible for providing the Services and any additional services pursuant to industry standards, and shall determine the techniques, sequences, procedures and means to be utilized, unless specified in this Agreement.
- 4.5. Aquatrol's supervisory personnel shall regularly review the Services. The County shall have the right to review the Services at any time, although such review in no way alters the relationship of the Parties or the duties of Aquatrol.
- 4.6. The Parties shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses and requirements thereunder in connection with performance of the Services and any

additional services. In particular, Aquatrol shall comply with Article 8 or Article 9 of the Labor Law, as applicable, and with and federal, state or local requirements applicable to the performance of the Services. Aquatrol's employees may not be required or permitted to work more than the number of hours and days provided in the Labor Law, and as set forth in the prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, Aquatrol must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law.

- 4.7. Aquatrol understands that prompt and ready provision of the Services and any additional services delineated under this Agreement is required by the County. Aquatrol shall immediately provide notice to the County in writing of any difficulty in complying with any of the requirements of this Agreement. This shall include, but not be limited to, discoveries of unknown conditions at the Services locations, especially those that render the Services and any additional services in violation of any law, ordinance, code, rule, regulation, permit or license. Aquatrol shall not incur any liability, expense or obligation without first receiving written consent from the County.
- 4.8. Aquatrol shall maintain at all times strict discipline among its employees, agents, and servants. All employees, agents, and servants shall have the appropriate character, skills, credentials, licenses, and experience to provide the Services and any additional services.

5. NOTICES.

- 5.1. Notices to the County shall be sent by United States Mail, postage prepaid, to:

Deputy Commissioner of Buildings and Grounds  
5999 Judd Road  
Oriskany, NY 13424

- 5.2. Notices to Aquatrol shall be sent by United States Mail, postage prepaid, to:

Nicholas W. Gaworecki  
14 Corporate Circle, Suite 4  
East Syracuse, New York 13057

6. INDEPENDENT CONTRACTOR STATUS.

- 6.1. Aquatrol and its officers, employees, personnel, agents, and servants are independent contractors and shall not be deemed employees of the County. Aquatrol and such persons shall not make any claim, demand or application

for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. Aquatrol will conduct itself in accordance with its status as an independent contractor and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding Aquatrol's status as an independent contractor.

- 6.2. The County in paying Aquatrol shall not make any withholding for taxes or any other obligations. Aquatrol shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Aquatrol shall indemnify and hold the County harmless from all loss or liability incurred by Aquatrol as a result of the County not making such payments or withholdings.

## 7. ASSUMPTION OF RISK AND INDEMNIFICATION.

- 7.1. Aquatrol solely assumes all risks in performing the Services.
- 7.2. To the fullest extent permitted by law, Aquatrol shall indemnify, defend, and hold the County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any officer, employee, or agent of Aquatrol) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) the risks Aquatrol assumes under this Section, (b) Aquatrol's performance of this Agreement, (c) intentional or negligent acts or omissions of Aquatrol, its officers, employees, or agents, or (d) Aquatrol's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of crossclaim, third-party claim, declaratory action or otherwise.
- 7.3. Neither the termination of this Agreement nor the making of the final payment hereunder shall release Aquatrol from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Aquatrol or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

8. INSURANCE REQUIREMENTS.

- 8.1. Aquatrol shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.1.1. Commercial General Liability (“CGL”) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Three Million Dollars (\$3,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Aquatrol shall maintain said CGL coverage for itself and the additional insured for the duration of this Agreement.
- 8.1.2. Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- 8.1.3. Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000). The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- 8.1.4. Professional and Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate.
- 8.1.5. Workers’ Compensation and Employers Liability Insurance: Per statutory limits.
- 8.2. Waiver of Subrogation: Aquatrol waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.3. Aquatrol shall provide certificates evidencing the foregoing insurance coverage to the County. Attached to each certificate of insurance shall be a

copy of the additional insured endorsement that is part of each of Aquatrol's General Liability and Excess/Commercial Umbrella Liability policies. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve Aquatrol of any of the insurance requirements, nor decrease the liability of Aquatrol. The County reserves the right to require Aquatrol to provide insurance policies for review by the County. Aquatrol hereby grants County a limited power of attorney to communicate with Aquatrol's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. BREACH AND TERMINATION.

9.1. The County may terminate this Agreement at any time and for any reason, or for no reason. Aquatrol may terminate this Agreement in the event of a breach of this Agreement by the County if Aquatrol first gives written notice of such breach and the County does not cure such breach within 30 days after delivery of such written notice.

9.2. If this Agreement is terminated, Aquatrol shall be entitled solely to compensation for Services and additional services performed to the effective date of termination.

10. EXECUTORY OR NON-APPROPRIATION CLAUSE.

10.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to Aquatrol by certified mail. In such an event Aquatrol shall receive payment for costs actually incurred prior to termination and shall not receive actual or consequential damages as a result of termination.

11. NON-ASSIGNMENT.

11.1. Aquatrol shall not assign, transfer, convey, or otherwise dispose of this Agreement, or of its right, title or interest herein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by the County, provided, however, that nothing herein shall prohibit Aquatrol from engaging subconsultants.

12. NON-WAIVER

12.1. No provision of this Agreement shall be deemed to have been waived by



either Party unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

13. CHOICE OF LAW/FORUM

13.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

13.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York, and Aquatrol hereby waives any objection that it may have to the venue of any such suit, action, or proceeding and irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding.

13.3. In any litigation relating to or arising out of this Agreement, Aquatrol hereby waives personal services of process upon it and agrees that service of process may be made upon Aquatrol by certified mail, return receipt requested, to the address last designated for notices herein.

14. INCORPORATION AND ORDER OF PRECEDENCE

14.1. The Exhibits to this Agreement are incorporated into this Agreement. In case of conflicts between the provisions of this Agreement and the Exhibits, or between the Exhibits, the following order of precedence shall control:

14.1.1. Exhibit C – Standard Contract Clauses Addendum

14.1.2. This Agreement

14.1.3. Exhibit A – RFP

14.1.4. Exhibit B – Proposal

15. SUCCESSORS AND ASSIGNS

15.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

16. SEVERABILITY

16.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this

Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

17. ENTIRE AGREEMENT

17.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

18. COUNTERPARTS

18.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

19. AUTHORITY TO ACT/SIGN

19.1. Aquatrol's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Aquatrol's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Aquatrol; no other action on the part of Aquatrol or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

20.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

21. AMENDMENTS

21.1. This Agreement may not be amended except through a written agreement of the Parties.

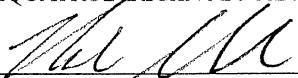
IN WITNESS WHEREOF, the Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

Date: \_\_\_\_\_

AQUATROL TECHNOLOGIES, INC.

  
\_\_\_\_\_

Date: 3-13-2024

By: Nicholas Graberzcki

Title: Senior Consultant

APPROVED BY:

\_\_\_\_\_  
Andrew Dean, Esq.  
Deputy County Attorney-Administration

Exhibit A  
(RFP)

**Oneida County Department of Public Works**

Division of Buildings and Grounds  
5999 Judd Road, Oriskany, New York 13424-3907

Request For Proposals Number 2023-367

**WATER TREATMENT CONSULTANT  
COOLING TOWERS, STEAM BOILERS & CLOSED LOOP SYSTEMS**

Released: December 7, 2023

**Proposals Due: December 29, 2023 at 3:00 p.m.**

Submit as PDF to: Oneida County Department of Public Works  
Division of Buildings and Grounds  
5999 Judd Road  
Oriskany, New York 13424  
Attn: Patrick Cassidy, Deputy Commissioner  
(submission must be on a CD or thumb drive containing PDF)

Or via email to: [pcassidy@ocgov.net](mailto:pcassidy@ocgov.net)

The envelope containing the proposal, or the subject line for proposals submitted by email, must state: "Proposal for Water Treatment Consultant."

All proposals must be received by the deadline. Proposals received after the after this date and time will not be accepted.

Questions regarding this RFP are to be directed to Patrick Cassidy, Deputy Commissioner, Division of Buildings and Grounds at [pcassidy@ocgov.net](mailto:pcassidy@ocgov.net). The deadline for receipt of questions is December 15, 2023 at 2:00 p.m. The County will circulate its responses to questions to all proposers.

## REQUEST FOR PROPOSALS

### 1. Introduction

- 1.1. The County of Oneida ("County") is soliciting proposals from qualified firms to provide water treatment consulting services for all systems and additional services specified in Exhibit A of this request for proposals ("RFP"). The successful proposer ("Consultant") shall be responsible for controlling scale, corrosion, and biological growth within all systems treated.
- 1.2. Responses to this RFP must be submitted electronically in Adobe PDF format. Proposals may be submitted via email to [pcassidy@ocgov.net](mailto:pcassidy@ocgov.net) or via mail on a CD or thumb drive to:
- Oneida County Department of Public Works Division of Buildings and Grounds  
5999 Judd Road  
Oriskany, New York 13424  
Attn: Patrick Cassidy, Deputy Commissioner
- 1.3. Packages containing proposals, or the subject line of proposals submitted by email, must be marked "Water Treatment Consultant".
- 1.4. Proposals are due no later than 3:00 p.m. on Friday, December 29, 2023.
- 1.5. Contact Mike Belevick at 315-793-6217 to coordinate site visits/inspections.
- 1.6. Technical questions relating to this proposal should be directed to Patrick Cassidy in writing by email to [pcassidy@ocgov.net](mailto:pcassidy@ocgov.net) by December 15, 2023 at 2:00 p.m.

### 2. Project Description

- 2.1. The County requires the services of a Consultant for the treatment of cooling towers, steam boilers, and closed loop water systems.
- 2.2. The agreement will cover the treatment and quality control of the designated steam boilers, cooling towers, and closed loop systems.
- 2.3. Consultant will be responsible for maintaining a reliable water treatment program for the specified water systems. The Consultant shall control scale, corrosion, and microbiological growth within all treated systems. All services shall be provided in compliance with and as required by New York State regulations and ASHRAE 188 standards.

### 3. Scope of Services

- 3.1. The Consultant shall provide chemicals and service by a dedicated water treatment technician on a monthly basis plus on an emergency basis. Consultant shall have immediate access to a full laboratory and technical support group.
- 3.2. The Consultant shall have a minimum of 10 years of experience in the water treatment business. In addition, the water treatment technician must have at

least 5 consecutive years of employment with consultant and be located no more than 90 miles from the Oneida County Office Building located at 800 Park Ave., Utica, NY 13501. There must also be an alternate water treatment technician assigned and familiar with the agreement.

### 3.3. Laboratory Requirements

3.3.1. Consultant shall have direct access to laboratory facilities capable of performing a complete range of analytical work to assist with monitoring, control, and troubleshooting of the facility's water and steam systems.

3.3.2. The laboratory facilities shall be equipped to run the following: water analyses, deposit analyses, corrosion coupon analyses, microbiological analyses, ion exchange resin analyses, and metallurgical analyses. Consultant shall submit a sample analytical report for each of the above.

3.3.3. Analytical laboratory capabilities shall include the following equipment as a minimum requirement: Atomic Absorption Spectrophotometer (AA), X-ray, Fluorescence, Spectrophotometer, High-Pressure Liquid Chromatograph (HPLC), Gas Chromatograph/Mass Spectrometer (GCMS), Infrared Spectrophotometer (IR), Scanning Electron Microscope-Energy Dispersive Spectroscopy (SEM-EDS), Nuclear Magnetic Resonance Spectrophotometer (NMR), Particle Size Analyzer, Microscopes. Consultant shall provide examples of analytical reports that demonstrate use of each of the above.

3.3.4. Treatment chemicals used shall meet the attached detailed chemical specifications for use in the specified systems. All chemicals used must meet all EPA regulations (local, state and federal) when used in proper dilution rates. All chemicals used must meet FDA and USDA requirements. Consultant shall demonstrate this in their proposal.

3.3.5. Consultant shall provide safety information, including Material Safety Data Sheets, for all chemicals used in the water treatment program. In addition, Consultant shall provide instructions for use and disposal of chemicals.

3.3.6. Consultant shall provide, at no charge, at the initiation of the water treatment program a complete computer generated report for the specified systems detailing water and makeup water analysis for hardness, chlorides, alkalinity, dissolved solids, pH, conductivity, and any special conditions. In addition, this report will detail control maximum and minimum ranges for cycles of concentration, chlorides, alkalinity, dissolved solids, pH, conductivity, microbial count, coupon or probe corrosion rate and chemical treatment residuals. It will also include maximum evaporation rate, blowdown rate and makeup rate. The computer report will detail maximum and minimum product usage ranges for guidelines.

3.3.7. The Consultant shall deliver chemicals in approved storage containers in compliance with local and state regulations. Empty drums and unused chemicals shall be picked up and disposed by Consultant, at no additional cost. This will ensure that products will be available when needed. In addition, Consultant will meet all County regulations on chemical handling and storage.

3.4. Feed Water Analysis

3.4.1. Feed water analyses shall be performed as specified in section 3.10 to determine and maintain proper chemical feed. This will maximize cycles of concentration to reduce the cost of energy & chemicals.

3.5. Cooling Systems

3.5.1. Consultant shall provide the following services not less than on a monthly basis unless otherwise agreed to in writing by Consultant and County.

3.5.1.1. Monthly testing of systems shall include, but is not limited to, system water analysis, feed water analysis, treatment recommendations, and any additional comments.

3.5.1.2. Determine and maintain the appropriate chemical feed, chemical residual, blowdown, and makeup water rates for all designated systems to insure proper operation.

3.5.1.3. Inspect water systems and provide chemical means to control biological growth within the water systems. This shall include a biocide or a combination of biocides, for both fungi and algae in cooling towers. The biocides used shall be EPA registered and shall meet the local city, county, state and federal disposal regulations when used at proper levels.

3.5.1.4. Monthly service inspection of systems shall include, but not be limited to visual inspection, water analysis, treatment recommendation and any additional comments. During these service inspections, the equipment will be visually inspected, and any mechanical or chemical related problem or potential problems will be reported to the necessary facility personnel. Also, any recommendation for changes in equipment or service that will improve the system's efficiency will be reported to County. It will be County's responsibility to correct or repair mechanical and equipment malfunctions. Additional inspections can and will be performed when requested by County and agreed to by Consultant.

3.5.1.5. Check adjustment of cooling tower basin float valves and



report malfunctions to County. County shall be responsible for adjustment and/or the replacement of defective valves and assemblies.

3.5.1.6. Perform tests listed in Section 3.10 on the water in each system.

3.5.1.7. Bacteriological test to determine bacteria level will be conducted as specified in Section 3.10.

3.5.1.8. Monitor tower water systems so that corrosive water conditions can be tracked to provide the most effective chemical activity with the least amount of corrosion exposure and damage. This will be conducted by the use of the appropriate corrosion coupon as specified in Section 3.10. The Consultant's analytical laboratories will forward written reports.

3.5.1.9. If draining a tower system becomes necessary, Consultant shall advise on chemical or mechanical requirements necessary to maintain the integrity of the system.

3.5.1.10. If mechanical or automatic feeding devices and controls are used, Consultant shall not be held liable for damages as a result of such equipment malfunctioning.

3.5.1.11. Consultant water treatment technician shall maintain and track chemical usage. An alternate water treatment technician shall be familiar with all locations.

3.5.1.12. Consultant shall have material for contingency use to clean systems if operating problems develop due to fouling or biological growth.

3.5.1.13. Whenever the system being treated is to be inspected for any reason, Consultant water treatment technician will be available for the inspection, if notified by the County fourteen days in advance of the time the system will be open for inspection.

3.5.1.14. In addition to the above services, Consultant's water treatment technician shall provide recommendations for the following.

3.5.1.14.1. System treatment at shutdowns.

3.5.1.14.1.1. Brushing out and cleaning sump of debris. If scale is present, provide recommend chemical cleaning. Cleaning shall be performed by County.

3.5.1.14.1.2. Inspection of cooling towers for need of repair.

3.5.1.14.1.3. Inspection of towers for rust.

3.5.1.14.1.4. Unusual noises and vibrations of mechanical parts within the system.

3.5.1.14.1.5. Integrity of cooling tower sump at the fill up.

3.5.1.14.1.6. Spray nozzles and distribution plates.

3.5.1.14.1.7. Blowdown line and rate adjustment.

3.5.1.14.1.8. Ensure proper operation during the high load season.

3.5.1.14.1.9. Main pump intake maintenance.

3.5.1.14.1.10. Development of rust or microbiological growth.

3.5.1.14.1.11. Cleaning towers semi-annually. Recommendations shall include de-scaling and removal of algae, dirt and debris. Cleaning shall be performed by County.

3.5.1.14.2. Proper tower shut down.

3.5.1.14.3. Chemical cleaning and flushing, if necessary, condensers and-or complete systems.

3.5.1.14.4. Cleaning and flushing tower sumps and towers.

3.5.1.14.5. Repair or replacement of tower or system parts that may affect chemical treatment.

3.5.1.14.6. Draining of tower and related systems where indicated.

3.5.1.14.7. Repairs to improve the efficiency of the system.

3.5.1.14.8. Recharging condenser system with treated water, if stored wet, to prevent formation of corrosion during shut down period.

3.5.2. Legionella Management and Maintenance Plan

3.5.2.1. Consultant shall provide all labor, materials, equipment, chemicals, schedules, testing, and chemical treatment plans in full compliance with New York State Department of Health regulations and in conformance with applicable ASHRAE standards.

3.5.2.2. Consultant shall review County's Legionella management and maintenance plan and make recommendations for general compliance and incorporation of water treatment program details. Reviews shall be performed annually and when regulatory changes are initiated. Consultant shall not be responsible for compliance.

3.6. Heating/Steam Producing Boiler Systems

3.6.1. Consultant shall provide the following service not less than on a monthly basis unless agreed to by Consultant and County in writing.

3.6.2. Monthly testing of systems shall include, but is not limited to, system water analysis, feed water analysis, treatment recommendations, and any additional comments.

3.6.3. Determine and maintain the appropriate chemical feed, chemical residual, blowdown, and makeup water rates for all designated systems to insure proper operation.

3.6.4. Monthly service inspection of systems shall include, but not be limited to visual inspection, water analysis, treatment recommendation and any additional comments. During these service inspections, the equipment will be visually inspected, and any mechanical or chemical related problem or potential problems will be reported to the necessary facility personnel. Also, any recommendation for changes in equipment or service that will improve the system's efficiency will be reported to County. It will be County's responsibility to correct or repair mechanical and equipment malfunctions. Additional inspections can and will be performed when requested by County and agreed to by Consultant.

3.6.5. Perform tests listed in Section 3.10 on the water in each steam system.

3.6.6. Monitor condensate steam lines so that normally corrosive water conditions can be tracked to provide the most effective chemical activity with the least amount of corrosion exposure and damage. This will be accomplished by the use of appropriate corrosion coupons when required by the results of vacuum deposit testing. Ferric type deposits are unacceptable and if present Consultant will make necessary corrections to their treatment program. Corrections must be approved by County. Consultant's analytical laboratories will forward written reports. This shall

be performed at no additional charge.

3.6.7. Consultant shall maintain inventory of a consistent and readily available supply of necessary chemicals, reagents, equipment, etc.

3.6.8. Provide water analysis as specified in Section 3.10 on makeup water to insure efficient chemical treatment.

3.6.9. County shall be responsible to replace and repair chemical feed equipment as needed.

3.6.10. Whenever the system being treated is to be inspected for any reason, Consultant water treatment technician will be available for the inspection, if notified by the County fourteen days in advance of the time the system will be open for inspection.

3.6.11. Consultant shall provide information and chemicals for preparation of heating systems for wet and dry standby or for "laying up" boilers for long periods of non-use.

### 3.7. Chemical Requirements

3.7.1. Consultant shall provide detailed summary of proposed treatment chemicals including MSDS sheets, application methods, application rates, equipment requirements, special handling requirements, and etcetera.

3.7.2. Chemicals shall be provided in sufficient quality and quantity to adequately control scale, corrosion and microbiological growth within all treated systems. Consultant shall provide, at no additional cost, alternate chemicals and chemical treatment methods if currently applied chemicals are ineffective.

3.7.3. Boiler and steam system treatment at 5999 Judd Road, Oriskany and 321 Main Street, Utica, shall be limited to BoilerShield-386 (MSDS sheet attached as **Exhibit H**) or equal.

### 3.8. Equipment Provision

3.8.1. Upon initiation of a consulting services agreement, Consultant shall supply all new or replacement chemical feed equipment required. Equipment may include, but not be limited to, computerized systems, digital controllers, chemical feed pumps, water meters with chemical feed hookup, and any other equipment related to water treatment. Cost of all equipment shall be included in monthly rate for initial contract term. County shall be responsible for maintenance, repair or replacement of all equipment currently installed or installed by Consultant.

3.8.2. Upon request, Consultant shall provide County test equipment and supplies including, but not limited to, nitrate test kit, conductivity meter/pen, refractometer, PH meter/pen, and bromine meter/pen. Consultant shall be reimbursed in accordance with unit prices established

in **Exhibit A** attached hereto.

3.9. Additional Provisions

- 3.9.1. If required, County will provide an area on site designated as an "on-site field evaluation center". Running water and electricity shall be provided by County for use in conducting water analysis. Consultant will maintain the cleanliness of this area. Any safety standards established within the areas where work or storage is performed will be followed by County and Consultant.
- 3.9.2. All water samples for analysis will be drawn from the systems and all analysis shall be conducted by Consultant personnel on location for each facility.
- 3.9.3. Cost of providing and maintaining proper chemical treatment levels systems is based upon the absolute integrity of the systems. County shall be responsible for the integrity of the system.
- 3.9.4. If requested by County, The Consultant shall provide, at an additional charge, an inhibited acid and will provide at no charge the procedures required to chemically remove scale from the condensers of any cooling system designated for cleaning. Consultant shall closely monitor operations to ensure that there will be no additional damage to any equipment as a result of the descaling operation.
- 3.9.5. County will inform Consultant of priority installation and start-up of the systems. Each system will be put in operation according to the designated priority.
- 3.9.6. Consultant will make recommendations for the purchase of additional necessary equipment that is not normally available from the Consultant.
- 3.9.7. No liability to the Consultant will result if recommended mechanical corrections of malfunctioning equipment or the maintenance of the water system bleed rate as determined and established by Consultant are not maintained by County. Normal wear and tear of machinery, weather related damages, etc., within each system will not be the liability of the Consultant.
- 3.9.8. The Consultant will conduct annual training programs for County personnel concerning the instituted water treatment program, the relationship and compatibility of the products in use and the importance of a dedicated water treatment program. These programs will be established and conducted at intervals agreed to by County. Programs will be provided at no additional charge.
- 3.9.9. The Consultant shall supply computer generated service reports and maintain trend analyses on all systems as specified in Section 3.10.

3.9.10. Trend reports shall be reviewed quarterly with County.

3.9.11. County shall provide eddy current testing if required.

3.10. Specified System Testing and Frequency

3.10.1. Make-up Water Testing

3.10.1.1. Conductivity/Monthly

3.10.1.2. Hardness/Monthly

3.10.1.3. Alkalinity/Monthly

3.10.1.4. Chlorides/Monthly

3.10.2. Cooling Tower Testing

3.10.2.1. Conductivity/Monthly

3.10.2.2. Scale-Corrosion Inhibitor/Monthly

3.10.2.3. Free Halogen/Monthly

3.10.2.4. Visual/Monthly

3.10.2.5. ORP/Monthly

3.10.2.6. Hardness/Monthly

3.10.2.7. Iron/Monthly

3.10.2.8. Bacterial Cultures/As required by New York State Department of Health Regulations.

3.10.3. Steam Boiler Testing

3.10.3.1. Conductivity/Monthly

3.10.3.2. Sulfite/Monthly

3.10.3.3. P-Alkalinity/Monthly

3.10.4. Feed Water, Condensate and Softener Systems

3.10.4.1. Conductivity/Monthly

3.10.4.2. Ph/Monthly

3.10.4.3. Hardness/Monthly

3.10.4.4. Iron/Monthly

3.11. Summary of Services Required as Part of Contract

3.11.1. Determination of the appropriate chemical feed, blowdown and makeup water rates for all designated systems to insure proper operation.

3.11.2. Service of the appropriate systems includes visual inspections plus a written report detailing the on-site system water analysis, suggested

revised treatment recommendations, corrective actions needed or taken and detailing potential mechanical or chemical problems. Monthly trend analysis reports shall be maintained. Reports shall be reviewed with County.

3.11.3. Consultant shall assign a dedicated account manager.

3.11.4. Consultant will have an approved laboratory for analysis of makeup and system water plus analysis of sludge, scale sample, metallic samples, etc., on an as needed basis.

3.11.5. Test kits for monitoring designed system parameters shall be provided.

3.11.6. Biological testing.

3.11.7. Training will be performed annually to educate employees in the proper maintenance of both open and closed cooling water systems, steam boilers. Training shall include written certificates of attendance for employees who attend, at no charge.

3.11.8. Provide at no charge computer generated reports detailing makeup water conditions, system parameters, and interpreting this information to provide the most adequate and economically possible complete water treatment program for cooling water systems and steam boilers. Reports will be generated as needed to provide the continuance of this program as determined by County. Quarterly and Annual trend Analyses Reports shall be reviewed with County.

#### 4. Terms and Conditions

4.1. The projects outlined in this RFP shall be awarded by County.

4.2. The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.3. Consultants responding to this RFP may be designated for an interview with the County.

4.4. The Contents of the successful Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.5. The Contents of proposals will be disclosable pursuant to the Freedom of Information Law. Proposers may designate text or images within their proposals as confidential, and the County will consider such designation upon reviewing FOIL requests.

4.6. County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.

4.7. Successful Consultant shall not discriminate against any person, in accordance with applicable federal, state or local laws.

4.8. Any Consultants and/or sub-consultants qualified and certified as

Minority/Women Business Enterprises are encouraged to submit proposals. The awarded Consultant and/or sub-consultants shall make a good faith effort to ensure that M/MBE are given the maximum opportunity to compete for any sub-contracts.

- 4.9. Any agreement entered into, as a result of this RFP, shall be between the selected Consultant and the County.
- 4.10. Consultant shall be required to enter into an agreement with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto.
- 4.11. Should County's proposed agreement be unacceptable to Consultant, County reserves the right to select another Consultant.
- 4.12. Consultant shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Exhibit "C."**
- 4.13. Consultant shall comply with and certify that the proposal was made in accordance to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Exhibit "D."**
- 4.14. Consultant shall comply and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy, attached hereto as **Exhibit "E."**

5. Payment for Services

- 5.1. Consultant shall provide the services detailed in Section 2 and Section 3 at a fixed monthly charge for a three-year period, with up to two renewal periods of one year each. An annual percentage increase will be added each year equal to the lesser of previous year Consumer Pricing Index or 2.5%. Monthly charge shall include all labor, materials, equipment, chemicals, testing services, reporting, and any other expense associated with providing specified services.
- 5.2. There shall be no additional compensation for reimbursable expenses. The cost of all reimbursable expenses incurred shall be included in the fixed monthly charge.

6. Additional Services

- 6.1. Consultant shall provide the following additional services when requested by County.
- 6.2. Dip slides or heterotrophic plate count.
- 6.3. Legionella culture test.
- 6.4. 50 Gallon 35%/65% Glycol Mixture
- 6.5. Online cooling tower disinfection, including all materials, labor, and additional chemicals, per NYSDOH guidelines.
- 6.6. Online cooling tower decontamination, including all materials, labor, and



additional chemicals, per NYSDOH guidelines.

6.7. Cooling tower system decontamination, including all materials, labor, and additional chemicals, per NYSDOH guidelines.

7. Term

7.1. The term of any agreement resulting from this proposal term shall be three years, with up to two renewal terms of one year each.

8. Termination

8.1. Any agreement reached by County and Consultant may be terminated by the County upon 30 days' written notice to Consultant. Upon termination, the County shall be liable solely for the work performed to the effective date of termination and the cost of installed equipment per paragraph.

9. Indemnification

9.1. In any agreement reached between the County and Consultant, the Consultant shall agree to defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, (including, without limitation, attorneys' fees and expenses) causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the Consultant and its sub consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this Agreement or any law.

9.2. Consultant shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, sub consultants or to any other persons, or damage to any property sustained during its operations and work under this Agreement, resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants or independent sub consultants, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the Consultant, its officers, trustees, agents, servants, volunteers or sub consultants. The Consultant shall be solely responsible for the safety and protection of all of its employees, volunteers, sub consultants or other agents whether due to the negligence, fault or default of the Consultant or not.

10. Insurance Requirements

10.1. In the agreement with the successful Consultant, the Consultant agrees to obtain and maintain in full force and effect, for the term of the Agreement, insurance coverage as described below, from an Insurance carrier qualified and admitted to do business in New York State. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

10.1.1. Commercial General Liability Insurance (CGL): The Consultant agrees that it will, at its own expense, at all times during the term of the Agreement, purchase and maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000) annual aggregate. The Consultant agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insureds. Coverage for the additional insured shall include completed operations. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse and underground coverage) and personal and advertising injury. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions). The Contactor shall maintain CGL coverage for itself and the additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Services.

10.1.2. Auto Liability Insurance: The Consultant agrees that it will, at its own expense, at all times during the term of the Agreement, purchase and maintain in force a policy of Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000) for the term of the Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The Consultant agrees to have the County and the Consultant added to said insurance policy/policies as named additional insureds, on a primary, non-contributory basis, as their interests may appear.

10.1.3. Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000). The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

10.1.4. Professional and Pollution Liability Insurance: The Consultant shall maintain a Professional and Pollution liability policy and will provide the County with proof of coverage in the amount of One Million Dollars

(\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate.

10.1.5. Workers Compensation and Employers Liability Insurance: Per statutory limits.

10.1.6. Consultant shall require any sub consultants to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the Consultant in the above Insurance Requirements paragraphs

11. Consultant's Proposal

11.1. The Consultant's Proposal shall include the following:

11.1.1. Qualification Statement – A statement describing the Consultant's qualifications to perform the services required of this RFP and explaining why the Consultant's proposal presents the best choice for the County. This may include specific "qualifying" information requested by the County and other documentation the firm considers relevant. You may also submit additional supporting written or visual materials, brochures, etc., if it helps to supplement the firm's credentials.

11.1.2. Demonstration of understanding of the scope of the services required by this RFP.

11.1.3. All supporting information requested in this document.

11.1.4. A list of all team members, their roles, and applicable work experience.

11.1.5. Name, Location, employment history, and qualifications of water treatment technician and designated alternate water treatment technician.

11.1.6. A proposed project schedule, including major tasks and target completion dates.

11.1.7. A description of Consultant's technical approach to accomplishing the work.

11.2. A completed fee proposal on the form annexed as Exhibit A, signed by the proposer.

11.3. A completed list of references on the form annexed as Exhibit B. The County will call or email each reference to gauge the Consultant's qualifications/experience.

11.4. The following certifications (note, where a certification uses the word “bid” or bidder,” such terms shall be read to me “proposal” and “proposer”).

11.4.1. Signed Exhibit C – Non Collusion Certification

11.4.2. Signed Exhibit D – Iran Divestment Act Certification

11.4.3. Signed Exhibit E – Solid Waste Certification

11.4.4. Signed Exhibit F – Tropical Hardwoods Certification

11.4.5. Signed Exhibit G – Sexual Harassment Certification

11.5. Exhibit H, Standard Contract Conditions, attached hereto, shall become part of the contract(s) with County.

11.6. Exhibit I, MSDS Sheet attached hereto, provided for reference.

12. Selection Process

12.1. The County shall review all proposals received and reserve the right to select Consultant(s) for further presentation and interview.

12.2. The following criteria shall be used in the selection process.

12.2.1. Approach to Project: (30%)

12.2.1.1. Understanding of Project scope

12.2.1.2. Understanding of implied or required activities

12.2.1.3. Reasonableness of proposed approach

12.2.1.4. Proposed Work/Services schedule

12.2.2. Experience/Qualifications of Project Personnel and Consultants (30%):

12.2.2.1. Previous experience with governmental agencies.

12.2.2.2. Previous experience with similar projects.

12.2.2.3. Project staff experience with similar projects

12.2.2.4. Project management expertise.

12.2.2.5. Reference/client assessment of previous performances

12.2.2.6. Demonstrated ability to keep projects on schedule

12.2.2.7. Firm's significant other projects

12.2.3. Level of Effort (20%)

12.2.3.1. Commitment of assigned personnel to the project

12.2.3.2. Firm's current workload and availability

12.2.4. Consultant's fee proposal (20%).

12.3. Depending on the number of proposals received and the quality of proposals, the County may interview selected proposers.

12.4. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to that Agreement shall be negotiated with the County.

12.5. Should the County's proposed Agreement be unacceptable to the firm selected, the County reserves the right to select another firm.

13. Responsibility of Consultant

13.1. All Consultants shall be responsible. If it is found that a proposer is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected. The County shall not award a contract to any proposer who is in arrears to the County or has an unsatisfied judgment owed to the County.

**Exhibit A – Fee Proposal Sheet**

We submit the following fee proposal for professional consulting services to complete all services identified in this Request for Proposal:

	System	Annual Cost			
		Equipment	Material*	Labor**	Sub-Total
800 Park Ave. Utica, NY	Chilled Water	\$	\$	\$	\$
	Hot Water	\$	\$	\$	\$
	Condensing Water & Cooling Towers	\$	\$	\$	\$
	Total Annual Cost				
200 Elizabeth St. Utica, NY	Chilled Water	\$	\$	\$	\$
	Hot Water	\$	\$	\$	\$
	Boilers & Steam	\$	\$	\$	\$
	Total Annual Cost				
321 Main Street Utica, NY	Chilled Water	\$	\$	\$	\$
	Hot Water	\$	\$	\$	\$
	Boilers & Steam	\$	\$	\$	\$
	Total Annual Cost				
235 Elizabeth St. Utica, NY	Chilled Water/Hot Water w/Glycol	\$	\$	\$	\$
	Condensing Water & Cooling Tower	\$	\$	\$	\$
	Total Annual Cost				
5999 Judd Rd. Oriskany, NY	Chilled Water	\$	\$	\$	\$
	Chilled Water w/Glycol	\$	\$	\$	\$
	Boilers & Steam	\$	\$	\$	\$
	Total Annual Cost				

	System	Annual Cost				
		Equipment	Material*	Labor**	Sub-Total	
301 W. Dominick St. Rome, NY	Chilled Water	\$	\$	\$	\$	
	Hot Water					
	Total Annual Cost					\$
120 Airline St. Oriskany, NY	Chilled Water	\$	\$	\$	\$	
	Hot Water					
	Condensing Water and Cooling Towers					
	Total Annual Cost					\$
406 Elizabeth St. Utica, NY	Boilers & Steam	\$	\$	\$	\$	
	Total Annual Cost					\$
4260 Lee Center Taberg Rd. Taberg, NY	Hot Water					
	Total Annual Cost					\$
8515 St. Rt. 28 Barneveld, NY	Hot Water					
	Total Annual Cost					\$

\*- Material includes, but is not limited to; chemicals and all consumables (test kits, etc.)

\*\*-Labor includes, but is not limited to, laboratory and all technical services

Total Annual Cost for All Locations	\$
-------------------------------------	----

Additional Service and Equipment	Unit Price	Quantity
Dip slides or heterotrophic plate count	\$	Each
Legionella Culture Test	\$	Each
Online Cooling Tower Disinfection	\$	Each
Online Cooling tower Decontamination	\$	Each
Cooling Tower System Decontamination	\$	Each
Nitrate Test Kit	\$	Each
Conductivity Meter/Pen	\$	Each
Refractometer	\$	Each
PH Meter/Pen	\$	Each
Bromine Meter/Pen	\$	Each
35%/75% Propylene Glycol Mixture (55 Gallon Drum)	\$	Each

By signing below, I hereby certify that I have the authority to offer this proposal to the County of Oneida for the below listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**(SIGN AND RETURN WITH PROPOSAL)**



**Exhibit B – PROFESSIONAL REFERENCES**

Provide reference information for three professional references in the spaces below. The County will contact these references to determine whether the Bidder can responsibly provide the services detailed herein.

**Reference One:**

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Entity address

\_\_\_\_\_  
Contact Person Name and Title

\_\_\_\_\_  
Contact Person Email

\_\_\_\_\_  
Contract Person Direct Telephone

\_\_\_\_\_  
Dates Worked for Reference

**Reference Two:**

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Entity address

\_\_\_\_\_  
Contact Person Name and Title

\_\_\_\_\_  
Contact Person Email

\_\_\_\_\_  
Contract Person Direct Telephone

\_\_\_\_\_  
Dates Worked for Reference

**Reference Three:**

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Entity address

\_\_\_\_\_  
Contact Person Name and Title

\_\_\_\_\_  
Contact Person Email

\_\_\_\_\_  
Contract Person Direct Telephone

\_\_\_\_\_  
Dates Worked for Reference

**Exhibit C - PUBLIC CONTRACT  
NON-COLLUSION STATEMENT**

The following section is an excerpt from the General Municipal Law:

§103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each Bidder and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor:

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor:

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (A),

(1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s) \_\_\_\_\_  
Legal name of person, firm or Corporation

By: \_\_\_\_\_  
Title

Dated: \_\_\_\_\_

**SIGN AND RETURN WITH PROPOSAL**

**EXHIBIT D - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Pursuant to New York State Finance Law § 165-a and New York General Municipal Law § 103-g the Office of General Services (OGS) is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List") as defined in that Act.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder or Contractor, or any person signing on behalf of any Bidder or Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, Bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder or Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder or Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SIGN AND RETURN WITH PROPOSAL**

**EXHIBIT E - CONTRACTORS RECYCLING  
AND  
SOLID WASTE MANAGEMENT CERTIFICATION FORM  
FOR ONEIDA COUNTY CONTRACTS**

*The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.*

**REGULATORY COMPLIANCE**

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
  
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**CERTIFICATION STATEMENT**

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SIGN AND RETURN WITH PROPOSAL**

**EXHIBIT F - PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS**

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
  - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
  - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
  - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

**Certification of the Prohibition on Purchase of Tropical Hardwoods**

The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SIGN AND RETURN WITH PROPOSAL**

**EXIBHIBIT G BIDDER'S STATEMENT ON SEXUAL HARASSMENT**

**IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

---

Name (Printed) Title

---

Signature Date

**SIGN AND RETURN WITH PROPOSAL**

## EXHIBIT H --STANDARD ONEIDA COUNTY CONDITIONS

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or

cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

- iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
    - i. The Contractor certifies that it and its principals:
      - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
      - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
      - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
      - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
    - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.



c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving

actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still

maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
  - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or

carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

#### 8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

#### 9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of

Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or



former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter

“OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida;  
and

- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

**EXHIBIT I – MSDS SHEET**

**Safety Data Sheet: CHEM-AQUA 42171**

Supersedes Date: 01/04/2018

Issuing Date: 08/26/2019

**1. PRODUCT AND COMPANY IDENTIFICATION**

**Product Name:** CHEM-AQUA 42171  
**Recommended use** Water treatment chemical Biocidal product  
**Information on Manufacturer**  
 CHEM-AQUA, INC  
 BOX 152170  
 IRVING, TEXAS 75015

**Product Code:** TV11  
**Chemical nature** Aqueous solution Alkaline  
**Emergency Telephone**  
 CHEMTREC® 800-424-9300  
**Telephone inquiry**  
 972-579-2477

**2. HAZARD IDENTIFICATION**

**Color** Orange **Physical state** Liquid **Odor** Slight chlorine

**GHS**

**Classification**

Physical Hazards  
 Corrosive to Metals

Category 1

Health Hazard

Acute toxicity - Inhalation (Dusts/Mists)  
 Skin Corrosion/Irritation  
 Serious EyeDamage/Eye Irritation

Category 4  
 Category 1  
 Category 1

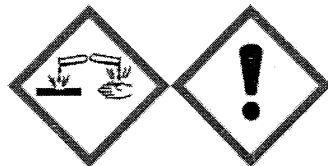
Other hazards

None

**Labeling**

Signal Word

**DANGER**



Hazard statements

H314 - Causes severe skin burns and eye damage  
 H332 - Harmful if inhaled  
 H290 - May be corrosive to metals

Precautionary Statements

P280 - Wear protective gloves, protective clothing and eye protection.  
 P264 - Wash face, hands and any exposed skin thoroughly after handling.  
 P260 - Do not breathe mists  
 P271 - Use in a well-ventilated area.  
 P303 + P361 + P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower.  
 P363 - Wash contaminated clothing before reuse  
 P332 + P313 - If skin irritation occurs, get medical attention.  
 P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
 P310 - Immediately call a physician.  
 P304 + P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing  
 P342 + P311 - If experiencing respiratory symptoms, call a physician.  
 P301+P330+P331 - IF SWALLOWED: Rinse mouth. DO NOT induce vomiting. Call a physician if unwell.  
 P390 - Absorb spillage to prevent damage.  
 P406 - Store in a corrosion-resistant container.  
 P501 - Dispose of contents and container to an approved waste disposal plant.

**3. COMPOSITION / INFORMATION ON INGREDIENTS**

Chemical name	CAS No.	Weight-%
Sulfamic acid, n-bromo, sodium salt	1004542-84-0	10-30
Sodium hydroxide	1310-73-2	3-7

\*The exact percentage (concentration) of composition has been withheld as a trade secret

**4. FIRST AID MEASURES**

**General advice** Do not get in eyes, on skin or on clothing. Do not breathe mist.  
**Eye Contact** Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Call a physician or poison control center immediately.  
**Skin Contact** Remove immediately all contaminated clothing. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately.  
**Inhalation** Move to fresh air. If not breathing, give artificial respiration. Call a physician or poison control center immediately.  
**Ingestion** Call a physician or poison control center immediately. Do NOT induce vomiting. Never give anything by mouth to an unconscious person.  
**Notes to physician** The product causes burns of eyes, skin and mucous membranes. Control of circulatory system, shock therapy if needed.

**5. FIRE-FIGHTING MEASURES**

**Flash Point** Does not flash **Method** No data available  
**Flammability Limits in Air %:** Hydrogen, by reaction with **Upper:** 75 **Lower:** 4  
 metals.  
**Suitable Extinguishing Media**

Water spray. Foam. Alcohol-resistant foam. Carbon dioxide (CO2). Dry chemical. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Specific hazards arising from the chemical**

Contact with metals may evolve flammable hydrogen gas. Material can create slippery conditions.

**Protective Equipment and Precautions for Firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, NOHSC (approved or equivalent) and full protective gear.

**NFPA** Health 3 **Flammability** 0 **Instability** 1  
**HMIS -** Health 3 **Flammability** 0 **Instability** 1

**6. ACCIDENTAL RELEASE MEASURES**

**Personal Precautions** Use personal protective equipment. Prevent further leakage or spillage if safe to do so. Material can create slippery conditions.  
**Environmental precautions** Do not flush into surface water or sanitary sewer system.  
**Methods for Containment** Absorb spill with inert material (e.g. dry sand or earth), then place in a chemical waste container.  
**Methods for Cleaning Up** No information available.  
**Neutralizing Agent** Not applicable.

**7. HANDLING AND STORAGE**

**Handling** Do not get in eyes, on skin or on clothing. Do not breathe mist.  
**Storage** Store in original container. Keep away from direct sunlight. Keep containers tightly closed in a dry, cool and well-ventilated place. Metal containers must be lined. Do not freeze.  
**Storage Temperature** **Minimum** 45 °F / 7 °C **Maximum** 100 °F / 38 °C  
**Storage Conditions** **Indoor** X **Outdoor** **Heated** **Refrigerated**

**8. EXPOSURE CONTROLS / PERSONAL PROTECTION**

**Exposure Guidelines**

Chemical name	ACGIH TLV	OSHA PEL	NIOSH
Sodium hydroxide	Ceiling: 2 mg/m <sup>3</sup>	TWA: 2 mg/m <sup>3</sup>	10 mg/m <sup>3</sup> Ceiling: 2 mg/m <sup>3</sup>

**Engineering Measures** Use with local exhaust ventilation. Ensure adequate ventilation, especially in confined areas.  
**Personal Protective Equipment**  
**Eye/Face Protection** Tightly fitting safety goggles. Face-shield.  
**Skin Protection** Wear suitable protective clothing, Impervious gloves.  
**Respiratory Protection** In case of inadequate ventilation wear respiratory protection. When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.  
**General Hygiene Considerations** Wear protective gloves/clothing. Remove and wash contaminated clothing before re-use.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**Physical state** Liquid **Viscosity** Non viscous  
**Color** Orange **Odor** Slight chlorine  
**Odor Threshold** Not applicable **Appearance** Orange  
**pH** > 13 **Specific Gravity** 1.32

Evaporation Rate	0.45 (Butyl acetate=1)	Percent Volatile (Volume)	82.2
VOC Content (%)	.?	VOC Content (g/L)	0
Vapor pressure	12.58 mmHg @ 70°F	Vapor Density	0.6 (Air = 1.0)
Solubility	Completely soluble	n-Octanol/Water Partition	No data available
Melting Point/Range	No data available	Decomposition Temperature	No data available
Boiling Point/Range	No data available	Flammability (solid, gas)	No data available
Flash Point	Does not flash	Method	No data available
Autoignition Temperature	No information available.		
Flammability Limits in Air %:	Hydrogen, by reaction with metals	Upper: 75 Lower: 4	

**10. STABILITY AND REACTIVITY**

<b>Chemical Stability</b>	Stable. Hazardous polymerization does not occur.
<b>Conditions to Avoid</b>	Extremes of temperature and direct sunlight.
<b>Incompatible Products</b>	Reducing agents, Acids, Bases, Oxidizing agents, Organic materials, Metals, Alkalis.
<b>Decomposition Temperature</b>	No data available
<b>Hazardous Decomposition Products</b>	Nitrogen oxides (NOx), Bromine.
<b>Possibility of Hazardous Reactions</b>	None under normal processing.

**11. TOXICOLOGICAL INFORMATION**

**Product Information** No information available.

The following values are calculated based on chapter 3.1 of the GHS document

Oral LD50	No information available
Dermal LD50	No information available
Inhalation LC50	
Gas	No information available
Mist	No information available
Vapor	No information available

**Principle Route of Exposure** Skin contact, Eye contact, Inhalation, Ingestion.  
**Primary Routes of Entry** None known.

**Acute Effects:**

<b>Eyes</b>	Corrosive to the eyes and may cause severe damage including blindness.
<b>Skin</b>	Causes skin burns.
<b>Inhalation</b>	Harmful by inhalation. Causes burns.
<b>Ingestion</b>	Ingestion causes burns of the upper digestive and respiratory tracts. May be fatal if swallowed.

**Chronic Toxicity** Inhaled corrosive substances can lead to a toxic edema of the lungs.

**Target Organ Effects:** Skin, Respiratory system, Eyes.

**Aggravated Medical Conditions** Skin disorders, Respiratory disorders.

**Component Information**

**Acute Toxicity**

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50	Draize Test	Other
Sodium hydroxide 1310-73-2	= 325 mg/kg ( Rat )	= 1350 mg/kg ( Rabbit )	No data available	No data available	No data available

**Chronic Toxicity**

Chemical name	Mutagenicity	Sensitization	Developmental Toxicity	Reproductive Toxicity	Target Organ Effects
Sodium hydroxide 1310-73-2	No data available	No data available	No data available	No data available	Skin; Eyes; Respiratory system

**Carcinogenicity** There are no known carcinogenic chemicals in this product.

**12. ECOLOGICAL INFORMATION**

**Product Information**

**Additional Ecological Information:** Toxicity data will be furnished on request.

**Component Information**

Chemical name	Toxicity to Algae	Toxicity to Fish	Microtox	Crustacea	Partition coefficient
Sodium hydroxide	No information available.	LC50 = 45.4 mg/L Oncorhynchus mykiss 96 h	No information available	No information available.	N/A

**Persistence and Degradability** No information available.

<b>Bioaccumulation</b>	No information available.
<b>Mobility</b>	No information available.

### 13. DISPOSAL CONSIDERATIONS

<b>Product Disposal</b>	Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide or rinsate is a violation of federal law. If these wastes cannot be disposed of by use according to label instructions, contact your state pesticide or environmental control agency.
<b>Container Disposal</b>	Empty containers should be taken for local recycling, recovery, or waste disposal.

### 14. TRANSPORT INFORMATION

#### DOT

<b>Proper Shipping Name</b>	Corrosive liquid, n.o.s.
<b>Hazard Class</b>	8
<b>UN-No</b>	UN1760
<b>Packing Group</b>	III
<b>Description</b>	UN1760, Corrosive liquid, n.o.s.,(Bromide Salts), 8, PG III

#### TDG

<b>Proper shipping name</b>	UN1760, Corrosive liquid, n.o.s.(Bromide Salts), 8, PG III
<b>Hazard Class</b>	8
<b>UN-No</b>	UN1760
<b>Packing Group</b>	III
<b>Description</b>	UN1760, Corrosive liquid, n.o.s.,(Bromide Salts), 8, PG III

#### ICAO

<b>UN-No</b>	UN1760
<b>Proper Shipping Name</b>	Corrosive liquid, n.o.s.
<b>Hazard Class</b>	8
<b>Packing Group</b>	III
<b>Shipping Description</b>	UN1760, Corrosive liquid, n.o.s.,(Bromide Salts), 8, PG III

#### IATA

<b>UN-No</b>	UN1760
<b>Proper Shipping Name</b>	Corrosive liquid, n.o.s.
<b>Hazard Class</b>	8
<b>Packing Group</b>	III
<b>ERG-Code</b>	8L
<b>Shipping Description</b>	UN1760, Corrosive liquid, n.o.s.(Bromide Salts), 8, PG III

#### IMDG/IMO

<b>UN proper shipping name</b>	Corrosive liquid, n.o.s.
<b>Hazard Class</b>	8
<b>UN Number</b>	UN1760
<b>Packing Group</b>	III
<b>EmS No.</b>	F-A, S-B
<b>Description</b>	UN1760, Corrosive liquid, n.o.s.(Bromide Salts), 8, PG III

### 15. REGULATORY INFORMATION

#### Inventories

<b>TSCA</b>	Complies
<b>DSL</b>	Complies

#### U.S. Federal Regulations

##### FIFRA

This chemical is a pesticide product registered by the US EPA and is subject to certain labeling requirements under federal pesticide laws. These requirements differ from the classification criteria and hazard information required for SDSs, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

##### DANGER

Corrosive - causes irreversible eye damage  
 Causes skin burns  
 The pesticide is toxic to fish and aquatic organisms.

##### SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.



SARA 311/312 Hazardous Categorization  
See Section 2

## CERCLA

Chemical name	Hazardous Substances RQs	CERCLA EHS RQs
Sodium hydroxide	1000 lb	Not applicable

**16. OTHER INFORMATION**

Prepared By Adrienne McKee  
Supersedes Date: 01/04/2018  
Issuing Date: 08/26/2019  
Reason for Revision No information available.  
Glossary No information available.  
List of References. No information available.

CHEM-AQUA, INC assumes no responsibility for personal injury or property damage caused by the use, storage, or disposal of the product in a manner not recommended on the product label. Users assume all risks associated with such unrecommended use, storage or disposal of the product. The information provided on this document is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

# Safety Data Sheet: CHEM-AQUA 31165

Supersedes Date 09/18/2014

Issuing Date 01/02/2018

## 1. PRODUCT AND COMPANY IDENTIFICATION

**Product Name** CHEM-AQUA 31165  
**Recommended use** Water treatment chemical  
**Information on Manufacturer**  
CHEM-AQUA, INC  
BOX 152170  
IRVING, TEXAS 75015

**Product Code** C797  
**Chemical nature** Aqueous solution of alkali salts  
**Emergency Telephone Number**  
CHEMTREC® 800-424-9300  
**Telephone inquiry**  
972-579-2477

## 2. HAZARD IDENTIFICATION

**Color** Yellow

**Physical state** Liquid

**Odor** Sweet

### GHS

#### Classification

Physical Hazards  
Corrosive to metals

Category 1

#### Health Hazard

Skin Corrosion/Irritation  
Serious Eye Damage/Eye Irritation

Category 1

Category 1

#### Other hazards

None

#### Labeling

##### Signal Word

DANGER



#### Hazard statements

H314 - Causes severe skin burns and eye damage  
H290 - May be corrosive to metals

#### Precautionary Statements

P280 - Wear protective gloves, protective clothing, eye protection and face protection.  
P264 - Wash face, hands and any exposed skin thoroughly after handling.  
P260 - Do not breathe mist  
P303 + P361 + P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower.  
P332 + P313 - If skin irritation occurs, get medical attention.  
P363 - Wash contaminated clothing before reuse.  
P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
P310 - Immediately call a physician.  
P304 + P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.  
P342 + P311 - If experiencing respiratory symptoms, call a physician.  
P301 + P330 + P331 - IF SWALLOWED: Rinse mouth. DO NOT induce vomiting. Call a physician if unwell.  
P390 - Absorb spillage to prevent damage.  
P406 - Store in a corrosion-resistant container.  
P501 - Dispose of contents and container in accordance with applicable local regulations.

11 % of the mixture consists of ingredient(s) of unknown toxicity.

## 3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	CAS No.	Weight %
2-Phosphonobutane-1,2,4-tricarboxylic acid, sodium salt	40372-66-5	5-10
Sodium tolyltriazole	64665-57-2	3-7
Sodium polyacrylate	9003-04-7	1-5

Sodium hydroxide	1310-73-2	0.1-1.0
------------------	-----------	---------

\*The exact percentage (concentration) of composition has been withheld as a trade secret

**4. FIRST AID MEASURES**

<b>General advice</b>	Do not get in eyes, on skin or on clothing. Do not breathe mist.
<b>Eye Contact</b>	Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Get medical attention immediately.
<b>Skin Contact</b>	Remove immediately all contaminated clothing. Wash off immediately with plenty of water for at least 15 minutes. Get medical attention immediately.
<b>Inhalation</b>	Move to fresh air. In case of shortness of breath, give oxygen. If breathing has stopped, apply artificial respiration. Get medical attention immediately.
<b>Ingestion</b>	Drink 1 or 2 glasses of water. Do NOT induce vomiting. Get medical attention immediately. Never give anything by mouth to an unconscious person.
<b>Notes to physician</b>	The product causes burns of eyes, skin and mucous membranes. Control of circulatory system, shock therapy if needed.

**5. FIRE-FIGHTING MEASURES**

<b>Flash Point</b>	Does not flash	<b>Method</b>	not applicable
<b>Flammability Limits in Air %:</b>	Hydrogen, by reaction with metals.	<b>Upper:</b>	75
		<b>Lower:</b>	4
<b>Suitable Extinguishing Media</b>			

Carbon dioxide (CO2). Foam. Alcohol-resistant foam. Water spray. Dry powder. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Specific hazards arising from the chemical**

Contact with metals may evolve flammable hydrogen gas. Material can create slippery conditions.

**Protective Equipment and Precautions for Firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, NOHSC (approved or equivalent) and full protective gear.

<b>NFPA</b>	<b>Health</b> 3	<b>Flammability</b> 0	<b>Instability</b> 0
<b>HMIS -</b>	<b>Health</b> 3	<b>Flammability</b> 0	<b>Instability</b> 0

**6. ACCIDENTAL RELEASE MEASURES**

<b>Personal Precautions</b>	Use personal protective equipment. Ensure adequate ventilation. Prevent further leakage or spillage if safe to do so. Material can create slippery conditions.
<b>Environmental Precautions</b>	Do not flush into surface water or sanitary sewer system.
<b>Methods for Containment</b>	Contain spillage, soak up with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13).
<b>Methods for Cleaning Up</b>	Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
<b>Neutralizing Agent</b>	Acetic acid, diluted.

**7. HANDLING AND STORAGE**

<b>Handling</b>	Do not get in eyes, on skin or on clothing. Do not breathe mist.			
<b>Storage</b>	Store in original container. Metal containers must be lined. Keep containers tightly closed in a dry, cool and well-ventilated place. Freezing will affect the physical condition but will not damage the material. Thaw and mix before using.			
<b>Storage Temperature</b>	<b>Minimum</b>	40 °F / 4 °C	<b>Maximum</b>	120 °F / 49 °C
<b>Storage Conditions</b>	<b>Indoor</b>	X	<b>Outdoor</b>	<b>Heated</b> <b>Refrigerated</b>

**8. EXPOSURE CONTROLS / PERSONAL PROTECTION**

**Exposure Guidelines**

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH
Sodium polyacrylate	3 mg/m <sup>3</sup> PNOS	5 mg/m <sup>3</sup> PNOR	No data available
Sodium hydroxide	Ceiling: 2 mg/m <sup>3</sup>	TWA: 2 mg/m <sup>3</sup>	10 mg/m <sup>3</sup> Ceiling: 2 mg/m <sup>3</sup>
Sodium chloride	No data available	5 mg/m <sup>3</sup> PNOR (as solid)	No data available

**Engineering Measures** Ensure adequate ventilation, especially in confined areas. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction.

**Personal Protective Equipment**

<b>Eye/Face Protection</b>	Tightly fitting safety goggles. Face-shield.
<b>Skin Protection</b>	Wear suitable protective clothing. Impervious gloves.
<b>Respiratory Protection</b>	In case of inadequate ventilation wear respiratory protection. When workers are facing

**General Hygiene Considerations**

concentrations above the exposure limit they must use appropriate certified respirators.  
Wear protective gloves/clothing. Ensure that eyewash stations and safety showers are close to the workstation location. Remove and wash contaminated clothing before re-use.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

<b>Physical state</b>	Liquid	<b>Viscosity</b>	Non viscous
<b>Color</b>	Yellow	<b>Odor</b>	Sweet
<b>Odor Threshold</b>	Not applicable	<b>Appearance</b>	Transparent
<b>pH</b>	13.04	<b>Specific Gravity</b>	1.169
<b>Evaporation Rate</b>	0.46 (Butyl acetate=1)	<b>Percent Volatile (Volume)</b>	84.8
<b>VOC Content (%)</b>	0	<b>VOC Content (g/L)</b>	0
<b>Vapor Pressure</b>	14.77 mmHg @ 70°F	<b>Vapor Density</b>	0.6 (Air = 1.0)
<b>Solubility</b>	Completely soluble	<b>n-Octanol/Water Partition</b>	No data available
<b>Melting Point/Range</b>	No data available	<b>Decomposition Temperature</b>	No data available
<b>Boiling Point/Range</b>	No data available	<b>Flammability (solid, gas)</b>	No data available
<b>Flash Point</b>	Does not flash	<b>Method</b>	not applicable
<b>Autoignition Temperature</b>	No information available.		
<b>Flammability Limits in Air %:</b>	Hydrogen, by reaction with metals	<b>Upper: 75 Lower: 4</b>	

**10. STABILITY AND REACTIVITY**

<b>Chemical Stability</b>	Stable. Hazardous polymerization does not occur.
<b>Conditions to Avoid</b>	Extremes of temperature and direct sunlight.
<b>Incompatible Products</b>	Oxidizing agents, Acids.
<b>Decomposition Temperature</b>	No data available
<b>Hazardous Decomposition Products</b>	Carbon oxides, Nitrogen oxides (NOx), Sodium oxides, Sulfur oxides, Oxides of phosphorus, Phosphorus compounds, Hydrocarbons, Hydrogen, by reaction with metals.
<b>Possibility of Hazardous Reactions</b>	None under normal processing.

**11. TOXICOLOGICAL INFORMATION**

**Product Information** No information available.

The following values are calculated based on chapter 3.1 of the GHS document

<b>Oral LD50</b>	979,839.99
<b>Dermal LD50</b>	No information available
<b>Inhalation LC50</b>	
<b>Gas</b>	No information available
<b>Mist</b>	No information available
<b>Vapor</b>	No information available

**Principle Route of Exposure** Skin contact, Eye contact.

**Primary Routes of Entry** None known.

**Acute Effects:**

<b>Eyes</b>	Corrosive to the eyes and may cause severe damage including blindness.
<b>Skin</b>	Causes skin burns.
<b>Inhalation</b>	Harmful by inhalation. Causes burns.
<b>Ingestion</b>	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.
<b>Chronic Toxicity</b>	Inhaled corrosive substances can lead to a toxic edema of the lungs.

**Target Organ Effects** Skin, Eyes, Respiratory system.

**Aggravated Medical Conditions** Respiratory disorders, Skin disorders.

**Component Information****Acute Toxicity**

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50	Draize Test	Other
Sodium tolyltriazole 64665-57-2	640 mg/kg	no data available	No data available	No data available	No data available
Sodium polyacrylate 9003-04-7	5000 mg/kg	2000 mg/kg	No data available	No data available	No data available
Sodium hydroxide 1310-73-2	No data available	= 1350 mg/kg ( Rabbit )	No data available	No data available	No data available

**Chronic Toxicity**

Chemical Name	Mutagenicity	Sensitization	Developmental Toxicity	Reproductive Toxicity	Target Organ Effects
Sodium hydroxide 1310-73-2	No data available	No data available	No data available	No data available	Skin; Eyes; Respiratory system

**Carcinogenicity**

There are no known carcinogenic chemicals in this product.

**12. ECOLOGICAL INFORMATION**

**Product Information** No information available.

**Component Information**

Chemical Name	Toxicity to Algae	Toxicity to Fish	Microtox	Crustacea	Partition coefficient
Sodium hydroxide	No information available.	LC50 = 45.4 mg/L Oncorhynchus mykiss 96 h	No information available	No information available.	N/A

**Persistence and Degradability** No information available.

**Bioaccumulation** No information available.

**Mobility** No information available.

**13. DISPOSAL CONSIDERATIONS**

**Product Disposal** Dispose of in accordance with local regulations.

**Container Disposal** Empty containers should be taken for local recycling, recovery, or waste disposal.

**14. TRANSPORT INFORMATION**

**DOT**

**Proper Shipping Name** CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUMHYDROXIDE)  
**Hazard Class** 8  
**UN-No** UN1719  
**Packing Group** II  
**Description** UN1719, CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUM HYDROXIDE), 8, PG II

**TDG**

**Proper shipping name** CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUMHYDROXIDE)  
**Hazard Class** 8  
**UN-No** UN1719  
**Packing Group** II  
**Description** UN1719, CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUM HYDROXIDE), 8, PG II

**ICAO**

**UN-No** UN1719  
**Proper Shipping Name** CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUMHYDROXIDE)  
**Hazard Class** 8  
**Packing Group** II  
**Shipping Description** UN1719, CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUM HYDROXIDE), 8, PG II

**IATA**

**UN-No** UN1719  
**Proper Shipping Name** CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUMHYDROXIDE)  
**Hazard Class** 8  
**Packing Group** II  
**Shipping Description** UN1719, CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUM HYDROXIDE), 8, PG II

**IMDG/IMO**

**Proper Shipping Name** CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUMHYDROXIDE)  
**Hazard Class** 8  
**UN-No** UN1719  
**Packing Group** II  
**Description** UN1719, CAUSTIC ALKALI LIQUIDS, N.O.S., (SODIUM TOLYLTRIAZOLE, SODIUM HYDROXIDE), 8, PG II

**15. REGULATORY INFORMATION**

**Inventories**

**TSCA** Complies

**DSL** Complies

**U.S. Federal Regulations**

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

**SARA 311/312 Hazardous Categorization**

Acute Health Hazard	Chronic Health Hazard	Fire Hazard	Sudden Release of Pressure Hazard	Reactive Hazard
Yes	No	No	No	No

**CERCLA**

Chemical Name	Hazardous Substances RQs	CERCLA EHS RQs
Sodium hydroxide	1000 lb	Not applicable

**16. OTHER INFORMATION**

Prepared By                                Laura Strauss  
 Supersedes Date                        09/18/2014  
 Issuing Date                                01/02/2018  
 Reason for Revision                      No information available.  
 Glossary                                      No information available.  
 List of References.                        No information available.

**CHEM-AQUA, INC** assumes no responsibility for personal injury or property damage caused by the use, storage, or disposal of the product in a manner not recommended on the product label. Users assume all risks associated with such unrecommended use, storage or disposal of the product. The information provided on this document is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

# Safety Data Sheet: CHEM-AQUA 51999

Supersedes Date 01/04/2018

Issuing Date 07/19/2018

## 1. PRODUCT AND COMPANY IDENTIFICATION

**Product Name** CHEM-AQUA 51999  
**Recommended use** Water treatment chemical  
**Information on Manufacturer**  
CHEM-AQUA, INC  
BOX 152170  
IRVING, TEXAS 75015

**Product Code** C365  
**Chemical nature** Aqueous solution of alkali salts  
**Emergency Telephone Number**  
CHEMTREC® 800-424-9300  
**Telephone inquiry**  
972-579-2477

## 2. HAZARD IDENTIFICATION

**Color** Colorless - Light yellow

**Physical state** Liquid

**Odor** Sweet

### GHS

#### Classification

Physical Hazards  
Corrosive to Metals

Category 1

#### Health Hazard

Acute Oral Toxicity  
Skin Corrosion/Irritation  
Serious Eye Damage/Eye Irritation  
Reproductive Toxicity

Category 4  
Category 1  
Category 1  
Category 1B

#### Other hazards

None

#### Labeling

##### Signal Word

DANGER



#### Hazard statements

H314 - Causes severe skin burns and eye damage  
H302 - Harmful if swallowed  
H360 - May damage fertility or the unborn child  
H290 - May be corrosive to metals

#### Precautionary Statements

P202 - Do not handle until all safety precautions have been read and understood  
P280 - Wear protective gloves, protective clothing, eye protection and face protection.  
P264 - Wash face, hands and any exposed skin thoroughly after handling.  
P260 - Do not breathe mist  
P270 - Do not eat, drink or smoke when using this product  
P303 + P361 + P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower.  
P363 - Wash contaminated clothing before reuse  
P332 + P313 - If skin irritation occurs, get medical attention.  
P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
P310 - Immediately call a physician.  
P304 + P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.  
P342 + P311 - If experiencing respiratory symptoms, call a physician.  
P301 + P330 + P331 - IF SWALLOWED: Rinse mouth. DO NOT induce vomiting. Call a physician if unwell.  
P308 + P313 - IF exposed or concerned, get medical attention  
P390 - Absorb spillage to prevent damage.  
P406 - Store in a corrosion-resistant container.  
P501 - Dispose of contents and container in accordance with applicable local regulations.

1 % of the mixture consists of ingredient(s) of unknown toxicity.

## 3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	CAS No.	Weight %
---------------	---------	----------

Sodium nitrite	7632-00-0	15-40
Sodium borate decahydrate	1303-96-4	1-5
Sodium tolyltriazole	64665-57-2	1-5
Sodium hydroxide	1310-73-2	0.1-1.0

\*The exact percentage (concentration) of composition has been withheld as a trade secret

**4. FIRST AID MEASURES**

<b>General advice</b>	Do not get in eyes, on skin or on clothing. Do not breathe mist.
<b>Eye Contact</b>	Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Get medical attention immediately.
<b>Skin Contact</b>	Remove immediately all contaminated clothing. Wash off immediately with plenty of water for at least 15 minutes. Get medical attention immediately.
<b>Inhalation</b>	Move to fresh air. In case of shortness of breath, give oxygen. If breathing has stopped, apply artificial respiration. Get medical attention immediately.
<b>Ingestion</b>	Drink 1 or 2 glasses of water. Do NOT induce vomiting. Get medical attention immediately. Never give anything by mouth to an unconscious person.
<b>Notes to physician</b>	The product causes burns of eyes, skin and mucous membranes. Control of circulatory system, shock therapy if needed. Since reversion of methemoglobin to hemoglobin occurs spontaneously after termination of exposure, moderate degrees of cyanosis need to be treated only by supportive measures.

**5. FIRE-FIGHTING MEASURES**

<b>Flash Point</b>	Does not flash	<b>Method</b>	No data available
<b>Flammability Limits in Air %:</b>	Hydrogen, by reaction with metals.	<b>Upper:</b>	75
		<b>Lower:</b>	4
<b>Suitable Extinguishing Media</b>	Water spray. Carbon dioxide (CO2). Foam. Dry chemical. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.		

Water spray. Carbon dioxide (CO2). Foam. Dry chemical. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Specific hazards arising from the chemical**

Material can create slippery conditions. Contact with metals may evolve flammable hydrogen gas.

**Protective Equipment and Precautions for Firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, NOHSC (approved or equivalent) and full protective gear.

<b>NFPA</b>	<b>Health</b> 3	<b>Flammability</b> 0	<b>Instability</b> 0
<b>HMIS -</b>	<b>Health</b> 3	<b>Flammability</b> 0	<b>Instability</b> 0

**6. ACCIDENTAL RELEASE MEASURES**

<b>Personal Precautions</b>	Use personal protective equipment. Prevent further leakage or spillage if safe to do so. Material can create slippery conditions.
<b>Environmental Precautions</b>	Do not flush into surface water or sanitary sewer system.
<b>Methods for Containment</b>	Contain spillage, soak up with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13).
<b>Methods for Cleaning Up</b>	Pick up and transfer to properly labeled containers.
<b>Neutralizing Agent</b>	Acetic acid, diluted.

**7. HANDLING AND STORAGE**

<b>Handling</b>	Do not get in eyes, on skin or on clothing. Do not breathe mist.			
<b>Storage</b>	Store in original container. Metal containers must be lined. Keep containers tightly closed in a dry, cool and well-ventilated place. Freezing will affect the physical condition but will not damage the material. Thaw and mix before using.			
<b>Storage Temperature</b>	<b>Minimum</b>	40 °F / 4 °C	<b>Maximum</b>	120 °F / 49 °C
<b>Storage Conditions</b>	<b>Indoor</b>	X	<b>Outdoor</b>	<b>Heated</b> <b>Refrigerated</b>

**8. EXPOSURE CONTROLS / PERSONAL PROTECTION**

**Exposure Guidelines**

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH
Sodium borate decahydrate	TWA: 2 mg/m <sup>3</sup> inhalable fraction STEL: 6 mg/m <sup>3</sup>	No data available	TWA: 5 mg/m <sup>3</sup> TWA: 1 mg/m <sup>3</sup>
Sodium hydroxide	Ceiling: 2 mg/m <sup>3</sup>	TWA: 2 mg/m <sup>3</sup>	10 mg/m <sup>3</sup> Ceiling: 2 mg/m <sup>3</sup>

**Engineering Measures**      Ensure adequate ventilation, especially in confined areas. Where reasonably practicable this should



be achieved by the use of local exhaust ventilation and good general extraction.

**Personal Protective Equipment**  
**Eye/Face Protection** Tightly fitting safety goggles. Face-shield.  
**Skin Protection** Wear suitable protective clothing, Impervious gloves.  
**Respiratory Protection** In case of inadequate ventilation wear respiratory protection. When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.

**General Hygiene Considerations** Wear protective gloves/clothing. Ensure that eyewash stations and safety showers are close to the workstation location. Remove and wash contaminated clothing before re-use.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

<b>Physical state</b>	Liquid	<b>Viscosity</b>	Non viscous
<b>Color</b>	Colorless - Light yellow	<b>Odor</b>	Sweet
<b>Odor Threshold</b>	Not applicable	<b>Appearance</b>	Transparent - Hazy
<b>pH</b>	12.2	<b>Specific Gravity</b>	1.203
<b>Evaporation Rate</b>	0.44	<b>Percent Volatile (Volume)</b>	84.1
<b>VOC Content (%)</b>	0	<b>VOC Content (g/L)</b>	0
<b>Vapor Pressure</b>	13.25 mmHg @ 70°F	<b>Vapor Density</b>	0.6 (Air = 1.0)
<b>Solubility</b>	Completely soluble	<b>n-Octanol/Water Partition</b>	No data available
<b>Melting Point/Range</b>	No data available	<b>Decomposition Temperature</b>	No data available
<b>Boiling Point/Range</b>	No information available.	<b>Flammability (solid, gas)</b>	No data available
<b>Flash Point</b>	Does not flash	<b>Method</b>	No data available
<b>Autoignition Temperature</b>	No information available.		
<b>Flammability Limits in Air %:</b>	Hydrogen, by reaction with metals	<b>Upper: 75 Lower: 4</b>	

**10. STABILITY AND REACTIVITY**

**Chemical Stability** Stable. Hazardous polymerization does not occur.  
**Conditions to Avoid** Extremes of temperature and direct sunlight.  
**Incompatible Products** Strong oxidizing agents, Reducing agents, Avoid amines, Acids, Metals.

**Decomposition Temperature** No data available  
**Hazardous Decomposition Products** Sodium oxides, Nitrogen oxides (NOx), Hydrogen, by reaction with metals.

**Possibility of Hazardous Reactions** None under normal processing.

**11. TOXICOLOGICAL INFORMATION**

**Product Information** No information available.

The following values are calculated based on chapter 3.1 of the GHS document

**Oral LD50** No information available  
**Dermal LD50** No information available  
**Inhalation LC50**  
**Gas** No information available  
**Mist** No information available  
**Vapor** No information available

**Principle Route of Exposure** Skin contact, Eye contact, Inhalation.  
**Primary Routes of Entry** Skin contact, Ingestion, Skin Absorption.

**Acute Effects:**  
**Eyes** Corrosive to the eyes and may cause severe damage including blindness.  
**Skin** Causes skin burns.  
**Inhalation** Harmful by inhalation. Causes burns. Methemoglobinemia.  
**Ingestion** If ingested, severe burns of the mouth and throat, as well as a danger of perforation of the esophagus and the stomach. Harmful if swallowed. Components of the product create formation of methemoglobin.

**Chronic Toxicity** Inhaled corrosive substances can lead to a toxic edema of the lungs. Contains a known or suspected reproductive toxin. Methemoglobinemia.

**Target Organ Effects** Respiratory system, Skin, Eyes.  
**Aggravated Medical Conditions** Skin disorders, Respiratory disorders.

**Component Information**

**Acute Toxicity**

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50	Draize Test	Other
Sodium nitrite 7632-00-0	= 85 mg/kg ( Rat )	no data available	= 5.5 mg/L ( Rat ) 4 h	No data available	No data available
Sodium borate decahydrate 1303-96-4	= 2660 mg/kg ( Rat )	> 2000 mg/kg ( Rabbit )	No data available	No data available	No data available
Sodium tolyltriazole 64665-57-2	640 mg/kg	no data available	No data available	No data available	No data available

Sodium hydroxide 1310-73-2	No data available	= 1350 mg/kg ( Rabbit )	No data available	No data available	No data available
-------------------------------	-------------------	-------------------------	-------------------	-------------------	-------------------

**Chronic Toxicity**

Chemical Name	Mutagenicity	Sensitization	Developmental Toxicity	Reproductive Toxicity	Target Organ Effects
Sodium borate decahydrate 1303-96-4	No data available	No data available	No data available	X	Skin; Eyes; Respiratory system
Sodium hydroxide 1310-73-2	No data available	No data available	No data available	No data available	Skin; Eyes; Respiratory system

**Carcinogenicity** There are no known carcinogenic chemicals in this product.

**12. ECOLOGICAL INFORMATION**

**Product Information** No information available.

**Component Information**

Chemical Name	Toxicity to Algae	Toxicity to Fish	Microtox	Crustacea	Partition coefficient
Sodium nitrite	No information available.	LC50 = 0.19 mg/L Oncorhynchus mykiss 96 h LC50 0.092 - 0.13 mg/L Oncorhynchus mykiss 96 h LC50 0.4 - 0.6 mg/L Oncorhynchus mykiss 96 h LC50 0.65 - 1 mg/L Oncorhynchus mykiss 96 h LC50 = 2.3 mg/L Pimephales promelas 96 h LC50 = 20 mg/L Pimephales promelas 96 h	No information available	No information available.	-3.7
Sodium borate decahydrate	EC50 = 158 mg/L Desmodesmus subspicatus 96 h EC50 2.6 - 21.8 mg/L Pseudokirchneriella subcapitata 96 h	LC50 = 340 mg/L Limanda limanda 96 h	No information available	1085 - 1402: 48 h Daphnia magna mg/L LC50	N/A
Sodium hydroxide	No information available.	LC50 = 45.4 mg/L Oncorhynchus mykiss 96 h	No information available	No information available.	N/A

**Persistence and Degradability** No information available.

**Bioaccumulation** No information available.

**Mobility** No information available.

**13. DISPOSAL CONSIDERATIONS**

**Product Disposal** Dispose of in accordance with local regulations.  
**Container Disposal** Do not re-use empty containers. Empty containers should be taken for local recycling, recovery, or waste disposal.

**14. TRANSPORT INFORMATION**

**DOT**

**Proper Shipping Name** CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.  
**Hazard Class** 8  
**UN-No** UN3266  
**Packing Group** II  
**Reportable Quantity (RQ)** Sodium Nitrite RQ @ 400LBS  
**Description** UN3266, CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.,(SODIUM HYDROXIDE), 8, PG II

**TDG**

**Proper shipping name** CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.  
**Hazard Class** 8  
**UN-No** UN266  
**Packing Group** II  
**Description** UN3266, CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.,(SODIUM HYDROXIDE), 8, PG II

**ICAO**

**UN-No** UN3266  
**Proper Shipping Name** CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.

Hazard Class 8  
 Packing Group II  
 Shipping Description UN3266, CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.,(SODIUM HYDROXIDE), 8, PG II

**IATA**

UN-No UN3266  
 Proper Shipping Name CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.  
 Hazard Class 8  
 Packing Group II  
 Shipping Description UN3266, CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.,(SODIUM HYDROXIDE), 8, PG II

**IMDG/IMO**

Proper Shipping Name CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.  
 Hazard Class 8  
 UN-No UN3266  
 Packing Group II  
 Description UN3266, CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.,(SODIUM HYDROXIDE), 8, PG II

<b>15. REGULATORY INFORMATION</b>
-----------------------------------

**Inventories**

TSCA Complies  
 DSL Complies

**U.S. Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical Name	CAS No.	Weight %	SARA 313 - Threshold Values
Sodium nitrite	7632-00-0	15-40	1.0
Sodium nitrate	7631-99-4	0.1-1.0	1.0

**SARA 311/312 Hazardous Categorization**

See Section 2

**CERCLA**

Chemical Name	Hazardous Substances RQs	CERCLA EHS RQs
Sodium nitrite	100 lb	Not applicable
Sodium hydroxide	1000 lb	Not applicable

**U.S. State Regulations****California Proposition 65**

This product does not contain any Proposition 65 chemicals.

<b>16. OTHER INFORMATION</b>
------------------------------

Prepared By Adrienne McKee  
 Supersedes Date 01/04/2018  
 Issuing Date 07/19/2018  
 Reason for Revision SDS sections updated 15  
 Glossary No information available.  
 List of References. No information available.

**CHEM-AQUA, INC** assumes no responsibility for personal injury or property damage caused by the use, storage, or disposal of the product in a manner not recommended on the product label. Users assume all risks associated with such unrecommended use, storage or disposal of the product. The information provided on this document is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

# Safety Data Sheet CHEM-AQUA 40215

Supersedes Date 08/16/2016

Issuing Date 11/18/2016

## 1. PRODUCT AND COMPANY IDENTIFICATION

**Product Name** CHEM-AQUA 40215  
**Recommended use** Biocidal product  
**Information on Manufacturer**  
CHEM-AQUA, INC  
BOX 152170  
IRVING, TEXAS 75015

**Product Code** C668  
**Chemical nature** Aqueous solution  
**Emergency Telephone Number**  
CHEMTREC® 800-424-9300  
**Telephone inquiry**  
972-579-2477

## 2. HAZARD IDENTIFICATION

**Color** Colorless - Yellow

**Physical state** Liquid

**Odor** Pungent

### GHS

#### Classification

##### Physical Hazards

Substances/mixtures corrosive to metal

##### Health Hazard

Acute toxicity - Inhalation (Dusts/Mists)  
Skin Corrosion/Irritation  
Serious Eye Damage/Eye Irritation  
Skin sensitization

Category 3  
Category 1  
Category 1  
Category 1

##### Other hazards

None

### Labeling

#### Signal Word

DANGER



#### Hazard statements

H314 - Causes severe skin burns and eye damage  
H317 - May cause an allergic skin reaction  
H331 - Toxic if inhaled  
H290 - May be corrosive to metals

#### Precautionary Statements

P280 - Wear protective gloves, protective clothing, eye protection and face protection.  
P260 - Do not breathe mist  
P271 - Use in a well-ventilated area.  
P264 - Wash face, hands and any exposed skin thoroughly after handling.  
P272 - Contaminated work clothing should not be allowed out of the workplace  
P303 + P361 + P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower.  
P333 + P313 - If skin irritation or rash occurs, get medical attention  
P363 - Wash contaminated clothing before reuse.  
P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
P310 - Immediately call a physician.  
P304 + P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.  
P342 + P311 - If experiencing respiratory symptoms, call a physician.  
P301 + P330 + P331 - IF SWALLOWED: Rinse mouth. DO NOT induce vomiting. Call a physician if unwell.  
P403 + P233 - Store in a well-ventilated place. Keep container tightly closed.  
P406 - Store in a corrosion-resistant container.  
P390 - Absorb spillage to prevent damage.  
P501 - Dispose of contents and container in accordance with applicable local regulations.

**3. COMPOSITION / INFORMATION ON INGREDIENTS**

Component	CAS No.	Weight %
Magnesium nitrate	10377-60-3	1-5
5-Chloro-2-methyl-4-isothiazolin-3-one	26172-55-4	1-5
Magnesium chloride	7786-30-3	1-5

\*The exact percentage (concentration) of composition has been withheld as a trade secret

**4. FIRST AID MEASURES**

<b>General advice</b>	Do not get in eyes, on skin or on clothing. Do not breathe mist.
<b>Eye Contact</b>	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses. Call a physician or poison control center immediately.
<b>Skin Contact</b>	Remove immediately all contaminated clothing. Wash off immediately with plenty of water for at least 15 minutes. Contact a poison control center.
<b>Inhalation</b>	Move to fresh air. If not breathing, give artificial respiration. Get medical attention immediately.
<b>Ingestion</b>	Call a physician or poison control center immediately. Give small amounts of water to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center.
<b>Notes to physician</b>	The product causes burns of eyes, skin and mucous membranes. Control of circulatory system, shock therapy if needed. Since reversion of methemoglobin to hemoglobin occurs spontaneously after termination of exposure, moderate degrees of cyanosis need to be treated only by supportive measures. May cause sensitization of susceptible persons.

**5. FIRE-FIGHTING MEASURES**

<b>Flash Point</b>	Does not flash	<b>Method</b>	No data available
<b>Flammability Limits in Air %:</b>	Hydrogen, by reaction with metals.	<b>Upper:</b>	75
		<b>Lower:</b>	4
<b>Suitable Extinguishing Media</b>			

Foam. Alcohol-resistant foam. Carbon dioxide (CO<sub>2</sub>). Dry chemical. Water spray. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Specific hazards arising from the chemical**

Thermal decomposition can lead to release of irritating gases and vapors. Contact with metals liberates flammable hydrogen gas. Material can create slippery conditions.

**Protective Equipment and Precautions for Firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, NOHSC (approved or equivalent) and full protective gear.

<b>NFPA</b>	<b>Health</b> 3	<b>Flammability</b> 1	<b>Instability</b> 0
<b>HMIS</b>	<b>Health</b> 3	<b>Flammability</b> 1	<b>Instability</b> 0

**6. ACCIDENTAL RELEASE MEASURES**

<b>Personal Precautions</b>	Use personal protective equipment. Ensure adequate ventilation. Prevent further leakage or spillage if safe to do so. Material can create slippery conditions.
<b>Environmental Precautions</b>	Do not flush into surface water or sanitary sewer system.
<b>Methods for Containment</b>	Contain spillage, soak up with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13).
<b>Methods for Cleaning Up</b>	Pick up and transfer to properly labeled containers.
<b>Neutralizing Agent</b>	Neutralize with lime milk or soda and flush with plenty of water.

**7. HANDLING AND STORAGE**

<b>Handling</b>	Ensure adequate ventilation. Wear personal protective equipment.			
<b>Storage</b>	Keep out of the reach of children. Store in original container. Keep containers tightly closed in a cool, well-ventilated place. Metal containers must be lined. Freezing will affect the physical condition but will not damage the material. Thaw and mix before using.			
<b>Storage Temperature</b>	<b>Minimum</b>	34 °F / 1 °C	<b>Maximum</b>	131 °F / 55 °C
<b>Storage Conditions</b>	<b>Indoor</b>	X	<b>Outdoor</b>	<b>Heated</b> <b>Refrigerated</b>

**8. EXPOSURE CONTROLS / PERSONAL PROTECTION**

<b>Exposure Guidelines</b>	This product does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.
<b>Engineering Measures</b>	Ensure adequate ventilation, especially in confined areas. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction.
<b>Personal Protective Equipment</b>	
<b>Eye/Face Protection</b>	Tightly fitting safety goggles. Face-shield.

<b>Skin Protection</b>	Wear suitable protective clothing, Impervious gloves.
<b>Respiratory Protection</b>	In case of inadequate ventilation wear respiratory protection. When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.
<b>General Hygiene Considerations</b>	Wear protective gloves/clothing. Ensure that eyewash stations and safety showers are close to the workstation location.

### 9. PHYSICAL AND CHEMICAL PROPERTIES

<b>Physical state</b>	Liquid	<b>Viscosity</b>	Non viscous
<b>Color</b>	Colorless - Yellow	<b>Odor</b>	Pungent
<b>Odor Threshold</b>	Not applicable	<b>Appearance</b>	Transparent
<b>pH</b>	2	<b>Specific Gravity</b>	1.02
<b>Evaporation Rate</b>	0.58 (Butyl acetate=1)	<b>Percent Volatile (Volume)</b>	0
<b>VOC Content (%)</b>	0	<b>VOC Photoreactive (Y/N)</b>	No
<b>VOC Content (g/L)</b>	0	<b>Vapor Pressure</b>	17.05 mmHg @ 70°F
<b>Vapor Density</b>	0.6 (Air = 1.0)	<b>Solubility</b>	Completely soluble
<b>n-Octanol/Water Partition</b>	No data available	<b>Melting Point/Range</b>	No data available
<b>Decomposition Temperature</b>	No data available	<b>Boiling Point/Range</b>	212 °F / 100 °C
<b>Flammability (solid, gas)</b>	No data available		
<b>Flash Point</b>	Does not flash	<b>Method</b>	No data available
<b>Autoignition Temperature</b>	No information available.		
<b>Flammability Limits in Air %:</b>	Hydrogen, by reaction with metals	<b>Upper: 75 Lower: 4</b>	

### 10. STABILITY AND REACTIVITY

<b>Chemical Stability</b>	Stable. Hazardous polymerization does not occur.
<b>Conditions to Avoid</b>	None known.
<b>Incompatible Products</b>	Strong oxidizing agents, Reducing agents, Amines, Powdered metals, Light and/or alkaline metals, Contact with metals liberates hydrogen gas.
<b>Decomposition Temperature</b>	No data available
<b>Hazardous Decomposition Products</b>	Carbon oxides, Nitrogen oxides (NOx), Sulfur oxides, Hydrogen chloride gas.
<b>Possibility of Hazardous Reactions</b>	None under normal processing.

### 11. TOXICOLOGICAL INFORMATION

**Product Information** No information available.

The following values are calculated based on chapter 3.1 of the GHS document

<b>Oral LD50</b>	No information available
<b>Dermal LD50</b>	No information available
<b>Inhalation LC50</b>	
<b>Gas</b>	No information available
<b>Mist</b>	No information available
<b>Vapor</b>	No information available

**Principle Route of Exposure** Skin contact, Eye contact, Inhalation.

**Primary Routes of Entry** Skin Absorption.

**Acute Effects:**

<b>Eyes</b>	Corrosive to the eyes and may cause severe damage including blindness.
<b>Skin</b>	Causes skin burns. May cause allergic skin reaction.
<b>Inhalation</b>	Harmful by inhalation. Causes burns. Risk of serious damage to the lungs (by inhalation).
<b>Ingestion</b>	If ingested, severe burns of the mouth and throat, as well as a danger of perforation of the esophagus and the stomach. Components of the product create formation of methemoglobin.

**Chronic Toxicity** May cause sensitization by skin contact. Inhaled corrosive substances can lead to a toxic edema of the lungs.

**Target Organ Effects** Immune system, Blood.

**Aggravated Medical Conditions** Skin disorders, Respiratory system.

#### Component Information

##### Acute Toxicity

Component	Oral LD50	Dermal LD50	Inhalation LC50	Draize Test	Other
Magnesium nitrate 10377-60-3	= 5440 mg/kg ( Rat )	no data available	No data available	No data available	No data available
5-Chloro-2-methyl-4- isothiazolin-3-one 26172-55-4	= 481 mg/kg ( Rat )	no data available	= 1.23 mg/L ( Rat ) 4 h	No data available	No data available
Magnesium chloride 7786-30-3	= 2800 mg/kg ( Rat )	no data available	No data available	No data available	No data available

Component	Mutagenicity	Sensitization	Developmental Toxicity	Reproductive Toxicity	Target Organ Effects
5-Chloro-2-methyl-4-isothiazolin-3-one 26172-55-4	No data available	Skin sensitization	No data available	No data available	No data available

**Carcinogenicity**

There are no known carcinogenic chemicals in this product.

**12. ECOLOGICAL INFORMATION****Product Information**

No information available.

**Component Information**

Component	Toxicity to Algae	Toxicity to Fish	Microtox	Crustacea	Partition coefficient
5-Chloro-2-methyl-4-isothiazolin-3-one	EC50 0.11 - 0.16 mg/L Pseudokirchneriella subcapitata 72 h EC50 0.03 - 0.13 mg/L Pseudokirchneriella subcapitata 96 h	LC50 = 1.6 mg/L Onchorhynchus mykiss 96 h	EC50 = 5.7 mg/L 16 h	4.71: 48 h Daphnia magna mg/L EC50 0.12 - 0.3: 48 h Daphnia magna mg/L EC50 Flow through 0.71 - 0.99: 48 h Daphnia magna mg/L EC50 Static	0.75
Magnesium chloride	EC50 = 2200 mg/L Desmodesmus subspicatus 72 h	LC50 1970 - 3880 mg/L Pimephales promelas 96 h	EC50 = 26140 mg/L 1 h EC50 = 36300 mg/L 30 min EC50 = 77200 mg/L 24 h	140: 48 h Daphnia magna mg/L EC50 Static	N/A

**Persistence and Degradability**

No information available.

**Bioaccumulation**

No information available.

**Mobility**

No information available.

**13. DISPOSAL CONSIDERATIONS****Product Disposal**

Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide or rinsate is a violation of federal law. If these wastes cannot be disposed of by use according to label instructions, contact your state pesticide or environmental control agency.

**Container Disposal**

Empty containers should be taken for local recycling, recovery, or waste disposal. Do not re-use empty containers.

**14. TRANSPORT INFORMATION****DOT**

**Proper Shipping Name** Corrosive liquid, acidic, organic, n.o.s.  
**Hazard Class** 8  
**UN-No** UN3265  
**Packing Group** II  
**Description** Corrosive liquid, acidic, organic, n.o.s.(5-chloro-2-methyl-4-isothiazolin-3-one),8,UN3265,PG II

**TDG**

**Proper shipping name** Corrosive liquid, acidic, organic, n.o.s.  
**Hazard Class** 8  
**UN-No** UN3265  
**Packing Group** II  
**Description** Corrosive Liquid, Acidic, Organic, N.O.S.,(5-chloro-2-methyl-4-isothiazolin-3-one),8,UN3265,PG II

**ICAO**

**UN-No** UN3265  
**Proper Shipping Name** Corrosive liquid, acidic, organic, n.o.s.\*  
**Hazard Class** 8  
**Packing Group** II  
**Shipping Description** Corrosive liquid, acidic, organic, n.o.s.\*(5-chloro-2-methyl-4-isothiazolin-3-one),8,UN3265,PG II

**IATA**

**UN-No** UN3265  
**Proper Shipping Name** Corrosive liquid, acidic, organic, n.o.s.\*  
**Hazard Class** 8  
**Packing Group** II  
**ERG-Code** 8L  
**Shipping Description** UN3265,Corrosive liquid, acidic, organic, n.o.s.\*(5-chloro-2-methyl-4-isothiazolin-3-one),8,PG II

11/18/2016

**IMDG/IMO**

Proper Shipping Name	Corrosive liquid, acidic, organic, n.o.s.
Hazard Class	8
UN-No	UN3265
Packing Group	II
EmS No.	F-A, S-B
Description	UN3265, Corrosive liquid, acidic, organic, n.o.s.(5-chloro-2-methyl-4-isothiazolin-3-one,8,PG II

**15. REGULATORY INFORMATION****Inventories**

TSCA Complies

DSL Complies

**U.S. Federal****Regulations****FIFRA**

This chemical is a pesticide product registered by the US EPA and is subject to certain labeling requirements under federal pesticide laws. These requirements differ from the classification criteria and hazard information required for SDSs, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

**SARA 311/312 Hazardous Categorization**

Acute Health Hazard	Chronic Health Hazard	Fire Hazard	Sudden Release of Pressure Hazard	Reactive Hazard
Yes	Yes	No	No	No

CERCLA

**16. OTHER INFORMATION**

Prepared By Adrienne McKee

Supersedes Date 08/16/2016

Issuing Date 11/18/2016

Reason for Revision No information available.

Glossary No information available.

List of References. No information available.

CHEM-AQUA, INC assumes no responsibility for personal injury or property damage caused by the use, storage, or disposal of the product in a manner not recommended on the product label. Users assume all risks associated with such unrecommended use, storage or disposal of the product. The information provided on this document is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.



Exhibit B  
(Proposal)



# AQUATROL TECHNOLOGIES, INC.

WATER TREATMENT    CHEMICAL FEED EQUIPMENT    CONSULTING SERVICES

## Water Treatment Specifications for Oneida County

- A. VENDOR EXPERIENCE
- B. VENDOR REPRESENTATION
- C. HEALTH AND SAFETY
- D. PROGRAM ADMINISTRATION
- E. DELIVERY OPTIONS
- F. TRAINING
- G. LABORATORY SUPPORT
- H. RESEARCH AND DEVELOPMENT
- I. TECHNICAL SUPPORT
- J. MICROBIOLOGICAL TESTING
- K. NYSDOH REQUIREMENTS
- L. INSURANCE REQUIREMENTS
- M. FIELD SERVICE CAPABILITIES
- N. IN HOUSE REGULATORY AFFAIRS
- O. MECHANICAL CLEANING AND DISINFECTION

Nicholas W. Gaworecki  
Senior Consultant, Aquatrol Technologies, Inc.  
Mobile: 315-720-3295  
Email: [ngaworecki@aquatroltechnologies.com](mailto:ngaworecki@aquatroltechnologies.com)



# **AQUATROL TECHNOLOGIES, INC.**

**WATER TREATMENT   CHEMICAL FEED EQUIPMENT   CONSULTING SERVICES**

## **A. VENDOR EXPERIENCE**

- a. Aquatrol Technologies, Inc. has spent the past 30 + years working with industry in the Northeast portion of the country. We are a Central New York company and have spent our entire career consulting in the private, commercial, institutional, and industrial sectors.
  
- b. Aquatrol Technologies, Inc., has maintained a leadership position in water treatment and facility care, providing our clients with efficient, cost-effective technology and a level of personal involvement that ensures you get the solution that's just right for your operation and your organization. To match your system to your escalating needs, we do considerable upfront work to pinpoint potential weak spots and address comprehensive system requirements. Discovering new ways to run systems better and more economically is a dynamic process. That's why a big part of what we offer is constant vigilance and a sharp focus on strategies for fine-tuning your system to maintain the highest levels of efficiency.

## **B. VENDOR REPRESENTATION**

- a. PRIMARY REP – Nick Gaworecki – Resides Syracuse, NY
  - i. 12 Years experience in water treatment
  - ii. ASSE 12080 Certified
  - iii. Certified Category 7G Commercial Applicator
  
- b. Bill Gaworecki- Area Manager – Resides Syracuse, NY
  - i. 35 Years experience in water treatment



# **AQUATROL TECHNOLOGIES, INC.**

**WATER TREATMENT   CHEMICAL FEED EQUIPMENT   CONSULTING SERVICES**

- ii. Certified Category 7G instructor through NYSDEC – ability to provide training classes for credits toward technician/applicator licensees
- c. Peter Tomscheck- Corporate Service Manager – New Haven, CT
  - i. 30 Years experience in water treatment
  - ii. Certified Category 7G Commercial Applicator
  - iii. CWT Certification
- d. See attached list of client references and example service report for cooling systems.

## **C. HEALTH AND SAFETY**

- a. See attached SDS sheets available for program OPS manual for selected treatments, along with 24 hour, 7 day per week emergency phone number.

## **D. PROGRAM ADMINISTRATION**

- a. Program OPS Manuals available upon request

## **E. DELIVERY OPTIONS**

- a. Aquatrol Technologies, Inc. has the ability to provide liquid treatment in quantities from 1 Gallon, up to 275 Gallon totes, or bulk chemical delivery to storage tanks. In addition, we provide a wide array of dry treatment technologies, utilizing solid treatment blocks in the one-gallon size.
- b. Our warehouse and office are in East Syracuse, NY. Delivery can be made via common carrier, or by Aquatrol Technologies, Inc. personnel at any time.
- c. Empty pails of treatment (5 gallon) generated by Oneida County can be removed from site by Aquatrol Technologies, Inc. personnel for disposal.

## **F. TRAINING**

- a. Aquatrol Technologies, Inc. provides training at no cost to site personnel regarding the following:



# AQUATROL TECHNOLOGIES, INC.

WATER TREATMENT   CHEMICAL FEED EQUIPMENT   CONSULTING SERVICES

- i. Cooling Towers – Overview of cooling tower functions and water quality.
  - ii. Basin Cleanliness – Review monthly preventative maintenance (PM)
  - iii. Water Quality – Review skid chemical injection system, controller monitoring, and cooling water testing.
  - iv. Perform tests – collect a water sample from the skid system and perform water sample testing for treatment residuals.
- b. In addition, Aquatrol Technologies, Inc. provides NYSDEC Category 7G training courses to satisfy the 5 credit recertification cycle requirement for technicians and applicators.

## **G. LABORATORY SUPPORT**

- a. Aquatrol Technologies, Inc. utilizes Special Pathogens Laboratory, a division of Pace Analytical, for all Legionella and Microbiological sampling.
- b. In addition, we have analyzers and equipment in our lab in East Syracuse, NY to process samples for microbiological and corrosion analysis (ATP, Dipslide incubation, corrosion coupon/metallurgical analysis).

## **H. RESEARCH AND DEVELOPMENT**

- a. Our East Syracuse, NY lab and office routinely tests cooling, boiler, wastewater and groundwater samples, along with treatment technologies associated with all types of media.

## **I. TECHNICAL SUPPORT**

- a. Nick Gaworecki – 315-720-3295 – Senior Consultant. M-F 7am-5pm- available after hours if necessary.
- b. Bill Gaworecki- 315-427-0812- Area Manager. M-F 7am-5pm.



# AQUATROL TECHNOLOGIES, INC.

WATER TREATMENT   CHEMICAL FEED EQUIPMENT   CONSULTING SERVICES

c. Pete Tomscheck- 315-849-1158- Corporate Service Manager. M-F 7am-5pm

## J. Microbiological Testing

a. Aquatrol Technologies, Inc. works closely with in-house, local and national laboratories to provide microbiological analysis on all water handling systems. Analytic Labs in East Syracuse, NY provides local, rapid testing when required. Special Pathogens Laboratories provides rapid-test legionella analysis (a division of Pace Analytical).

## K. NYSDOH Requirements

a. Aquatrol Technologies, Inc. will keep the NYSDOH portal up to date with all testing results, inspections and system start-ups. Provided at the beginning of each operating system is a system disinfection report, system inspection report, and legionella sample analysis results. These documents will be kept on hand by both Aquatrol Technologies, Inc, as well as Oneida County should they desire copies of each. With multiple NYSDEC Category 7G applicators on staff, along with an instructor, all requirements (including submission of form 26 and 26a by 2/1 of each year) are taken care of by Aquatrol Technologies, Inc.

## L. Insurance Requirements

a. See attached COI.

## M. Field Service Capabilities

a. Upon completion of each service visit, the Aquatrol Technologies, Inc. representative will generate a service report utilizing our [www.aqtdata.com](http://www.aqtdata.com) data monitoring and reporting platform. Each service report will outline pertinent test results including but not limited to ATP, Dip slide Results, Free and Total Chlorine (for efficacy of biocide program).



# AQUATROL TECHNOLOGIES, INC.

WATER TREATMENT   CHEMICAL FEED EQUIPMENT   CONSULTING SERVICES

## **N. In-House Regulatory Affairs**

- a. William Gaworecki, Area Manager handles all in-house regulatory affairs for the region through the Syracuse, NY Aquatrol Technologies, Inc. office. He can be reached at [bgaworecki@aquatroltechnologies.com](mailto:bgaworecki@aquatroltechnologies.com) and at 315-427-0812.

## **O. Mechanical Cleaning and Disinfection Capabilities**

- a. Aquatrol Technologies, Inc. and its Tower Doctors division provide cleaning and disinfection services for cooling systems across the state. Prior to the start-up of each system, or in the event of a system shut down, Aquatrol Technologies, Inc. will provide a disinfection utilizing dry biocide. A disinfection summary report is provided at every disinfection event, planned or unplanned.

**Exhibit A – Fee Proposal Sheet**

We submit the following fee proposal for professional consulting services to complete all services identified in this Request for Proposal:

	System	Annual Cost			
		Equipment	Material*	Labor**	Sub-Total
800 Park Ave. Utica, NY	Chilled Water	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Hot Water	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Condensing Water & Cooling Towers	\$ 0.00	\$ 4500.00	\$ 0.00	\$ 4500.00
	Total Annual Cost				\$ 5000.00
200 Elizabeth St. Utica, NY	Chilled Water	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Hot Water	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Boilers & Steam	\$ 0.00	\$ 450.00	\$ 0.00	\$ 450.00
	Total Annual Cost				\$ 950.00
321 Main Street Utica, NY	Chilled Water	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Hot Water	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Boilers & Steam	\$ 0.00	\$ 450.00	\$ 0.00	\$ 450.00
	Total Annual Cost				\$ 950.00
235 Elizabeth St. Utica, NY	Chilled Water/Hot Water w/Glycol	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00
	Condensing Water & Cooling Tower	\$ 0.00	\$ 2000.00	\$ 0.00	\$ 2000.00
	Total Annual Cost				\$ 2500.00
5999 Judd Rd. Oriskany, NY	Chilled Water	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Chilled Water w/Glycol	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Boilers & Steam	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Total Annual Cost				\$ 750.00



	System	Annual Cost			
		Equipment	Material*	Labor**	Sub-Total
301 W. Dominick St. Rome, NY	Chilled Water	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Hot Water	0.00	0.00	0.00	0.00
	Total Annual Cost				\$ 250.00
120 Airline St. Oriskany, NY	Chilled Water	\$ 0.00	\$ 250.00	\$ 0.00	\$ 250.00
	Hot Water	0.00	250.00	0.00	250.00
	Condensing Water and Cooling Towers	0.00	4500.00	0.00	4500.00
	Total Annual Cost				\$ 5000.00
406 Elizabeth St. Utica, NY	System		Annual Cost		
		Equipment	Material*	Labor**	Sub-Total
	Boilers & Steam	\$ 0.00	\$ 450.00	\$ 0.00	\$ 450.00
Total Annual Cost				\$ 450.00	
4260 Lee Center Taberg Rd. Taberg, NY	System		Annual Cost		
		Equipment	Material*	Labor**	Sub-Total
	Hot Water	0.00	250.00	0.00	250.00
Total Annual Cost				\$ 250.00	
8515 St. Rt. 28 Barneveld, NY	System		Annual Cost		
		Equipment	Material*	Labor**	Sub-Total
	Hot Water	0.00	250.00	0.00	250.00
Total Annual Cost				\$ 250.00	

\*- Material includes, but is not limited to; chemicals and all consumables (test kits, etc.)

\*\*-Labor includes, but is not limited to, laboratory and all technical services

Total Annual Cost for All Locations	\$ 16,350.00
-------------------------------------	--------------

Additional Service and Equipment	Unit Price	Quantity
Dip slides or heterotrophic plate count	\$ 10.00	Each
Legionella Culture Test	\$ 130.00	Each
Online Cooling Tower Disinfection	\$ 250.00	Each
Online Cooling tower Decontamination	\$ 500.00	Each
Cooling Tower System Decontamination	\$ 750.00	Each
Nitrate Test Kit	\$ 95.74	Each
Conductivity Meter/Pen	\$ 282.00	Each
Refractometer	\$ 169.00	Each
PH Meter/Pen	\$ 199.00	Each
Bromine Meter/Pen	\$ 687.00	Each
35%/75% Propylene Glycol Mixture (55 Gallon Drum)	\$ 467.00 / 710.00	Each

By signing below, I hereby certify that I have the authority to offer this proposal to the County of Oneida for the below listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

**Submitted By**

Aquatrol Technologies, Inc.  
(Legal Name of Person, Firm or Corporation)

Name: Nick Gaworecki

Title: Senior Consultant

Signature: *Nicholas Gaworecki*

Date: 12-29-2023

**(SIGN AND RETURN WITH PROPOSAL)**

## Exhibit B – PROFESSIONAL REFERENCES

Provide reference information for three professional references in the spaces below. The County will contact these references to determine whether the Bidder can responsibly provide the services detailed herein.

### Reference One:

ConMed Corporation

Entity Name

525 French Rd, Utica, NY 13502

Entity address

Brian Kolek - Maintenance Manager

Contact Person Name and Title

BrianKolek@conmed.com

Contact Person Email

315-27-5650

Contract Person Direct Telephone

2012 - current

Dates Worked for Reference

### Reference Two:

St. Joseph's Health Hospital

Entity Name

301 Prospect Ave, Syracuse, NY 13203

Entity address

John Dunn - Water Quality Manager

Contact Person Name and Title

john.dunn@sjhsyr.com

Contact Person Email

315-575-3455

Contract Person Direct Telephone

2005 - current

Dates Worked for Reference

### Reference Three:

FX Matt - Saranac Brewery

Entity Name

811 Edward St, Utica, NY 13502

Entity address

Art Hamel - Powerplant Manager

Contact Person Name and Title

arth@saranac.com

Contact Person Email

315-404-5447

Contract Person Direct Telephone

2016 - current

Dates Worked for Reference

**Exhibit C - PUBLIC CONTRACT  
NON-COLLUSION STATEMENT**

The following section is an excerpt from the General Municipal Law:

§103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each Bidder and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor:

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor:

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (A),

(1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s) Aquatrol Technologies, Inc.

Legal name of person, firm or Corporation

By: Nick Gaworecki Senior Consultant

Title

Dated: 12-28-23

*Nicholas Gaworecki*

**SIGN AND RETURN WITH PROPOSAL**

**EXHIBIT D - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Pursuant to New York State Finance Law § 165-a and New York General Municipal Law § 103-g the Office of General Services (OGS) is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”) as defined in that Act.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder or Contractor, or any person signing on behalf of any Bidder or Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, Bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder or Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder or Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

Nick Gaworecki

Name (Print)

Senior Consultant

Title

*Nicholas Gaworecki*

Signature

12-28-2023

Date

**SIGN AND RETURN WITH PROPOSAL**

**EXHIBIT E - CONTRACTORS RECYCLING  
AND  
SOLID WASTE MANAGEMENT CERTIFICATION FORM  
FOR ONEIDA COUNTY CONTRACTS**

*The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.*

**REGULATORY COMPLIANCE**

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
  
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**CERTIFICATION STATEMENT**

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Nick Gaworecki  
Name (Printed)

Senior Consultant  
Title

*Nicholas Gaworecki*  
Signature

12-28-2023  
Date

**SIGN AND RETURN WITH PROPOSAL**

**EXHIBIT F - PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS**

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
  - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
  - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
  - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

**Certification of the Prohibition on Purchase of Tropical Hardwoods**

The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County

Nick Gaworecki

Name (Print)

*Nicholas Gaworecki*

Signature

Senior Consultant

Title

12-28-2023

Date

**SIGN AND RETURN WITH PROPOSAL**

**EXHIBIT G BIDDER'S STATEMENT ON SEXUAL HARASSMENT**

**IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Nick Gaworecki

Senior Consultant

---

Name (Printed)

Title

*Nicholas Gaworecki*

12-28-2023

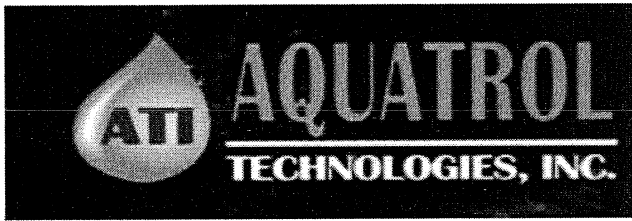
---

Signature

Date

**SIGN AND RETURN WITH PROPOSAL**





# SAFETY DATA SHEET

## ATI-120

---

### SECTION 1) CHEMICAL PRODUCT AND SUPPLIER'S IDENTIFICATION

---

**Product ID:** Aquatrol ATI-120  
**Product Use:** Industrial Water Treatment.  
**Revision Date:** Nov 24, 2020 **Supersedes Date:** Feb 14, 2018  
**Manufacturer's Name:** Azure Water Services  
**Address:** 280 Callegari Drive West Haven, CT, US, 06516  
**Emergency Phone:** Chemtrec 800-424-9300, in US and Canada only

---

### SECTION 2) HAZARDS IDENTIFICATION

---

#### Classification

Respiratory Sensitizer - Category 1  
Skin Irritation - Category 3  
Eye Irritation - Category 2B

#### Pictograms



#### Signal Word

Danger

#### Hazardous Statements - Health

May be harmful if swallowed and enters airways  
May cause skin burns and eye damage

#### Hazardous Statements - Physical

None

#### Hazardous Statements - Environmental

Harmful to aquatic life

#### Precautionary Statements - General

If medical advice is needed, have product container or label at hand.  
Keep out of reach of children.  
Read label before use.

### Precautionary Statements - Prevention

- Avoid release to the environment.
- Wash thoroughly after handling.
- Do not eat, drink or smoke when using this product.
- Keep only in original packaging.
- Wear protective gloves/protective clothing/eye protection/face protection.
- Do not breathe dust/fume/gas/mist/vapors/spray.

### Precautionary Statements - Response

- IF ON SKIN( or hair): Wash with plenty of water. Seek Medical attention immediately or call POISON CONTROL. Take off immediately all contaminated clothing. And wash it before reuse. Specific treatment (see first-aid on this SDS).
- IF SWALLOWED: Seek Medical attention immediately or call POISON CONTROL. Rinse mouth. Do not induce vomiting.
- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Seek Medical attention immediately or call POISON CONTROL.
- IF INHALED: Remove person to fresh air and keep comfortable for breathing. Get Medical advice/attention if you feel unwell.
- IF exposed or concerned: Get medical advice/attention.

### Precautionary Statements - Storage

- Store in a corrosive resistant container with a resistant inner liner.
- Store locked up.

### Precautionary Statements - Disposal

- Dispose of contents/container in accordance with local/national/international regulation. Under RCRA it is the responsibility of the user of the products to determine at the time of disposal whether the product meets RCRA criteria for hazardous waste. Waste management should be in full compliance with federal, state and local laws.

### Hazards Not Otherwise Classified (HNOC)

- None.

---

## SECTION 3) COMPOSITION / INFORMATION ON INGREDIENTS

---

CAS	Chemical Name	% By Weight
0007631-90-5	SODIUM BISULFITE	< 10%
0007681-57-4	SODIUM SULFITE	< 25%
0010124-43-3	COBALT(II) SULFATE	< 1 %

Specific chemical identity and/or exact percentage (concentration) of the composition has been withheld to protect confidentiality.

---

## SECTION 4) FIRST-AID MEASURES

---

### Inhalation

Remove source of exposure or move person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor/. If breathing has stopped, trained personnel should begin rescue breathing or, if the heart has stopped, immediately start cardiopulmonary resuscitation (CPR) or automated external defibrillation (AED).

### Eye Contact

Remove source of exposure or move person to fresh air. Rinse eyes cautiously with lukewarm, gently flowing water for several minutes, while holding the eyelids open. Remove contact lenses, if present and easy to do. Continue rinsing for a flushing duration of 30 minutes. Take care not to rinse contaminated water into the unaffected eye or onto the face. Immediately call a POISON CENTER/doctor.

**Skin Contact**

Take off immediately all contaminated clothing, shoes and leather goods (e.g. watchbands, belts). Rinse skin with lukewarm, gently flowing water/shower for a duration of 30 minutes or until medical aid is available. Immediately call a POISON CENTER/doctor. Wash contaminated clothing before re-use or discard.

**Ingestion**

Rinse mouth with water. Do NOT induce vomiting. Give 1 to 2 cups of milk or water to drink. Never give anything by mouth to an unconscious person. If vomiting occurs naturally, lie on your side, in the recovery position. Immediately call a POISON CENTER/doctor.

**Most Important Symptoms and Effects, Both acute and Delayed**

No data available.

**Indication of Any Immediate Medical Attention and Special Treatment Needed**

No data available.

---

**SECTION 5) FIRE-FIGHTING MEASURES**

---

**Suitable Extinguishing Media**

Dry chemical, foam, carbon dioxide. Sand or earth may be used for small fires only.

Use extinguishing agent suitable for type of surrounding fire.

**Unsuitable Extinguishing Media**

Do not use direct water stream since this may cause fire to spread.

**Specific Hazards in Case of Fire**

In case of fire, hazardous decomposition products may include sulphur oxides.

**Fire-Fighting Procedures**

Isolate immediate hazard area and keep unauthorized personnel out. Stop spill/release if it can be done safely. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Water may be ineffective but can be used to cool containers exposed to heat or flame. Caution should be exercised when using water or foam as frothing may occur, especially if sprayed into containers of hot, burning liquid. Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

**Special Protective Actions**

Wear protective pressure self-contained breathing apparatus (SCBA) and full turnout gear.

---

**SECTION 6) ACCIDENTAL RELEASE MEASURES**

---

**Emergency Procedure**

Isolate hazard area and keep unnecessary people away. Remove all possible sources of ignition in the surrounding area. Notify authorities if any exposure to the general public or the environment occurs or is likely to occur.

Absorb spill with absorbent material or vacuum spill into polyethylene lined steel or plastic drums.

Do not touch or walk through spilled material.

If spilled material is cleaned up using a regulated solvent, the resulting waste mixture may be regulated.

**Recommended Equipment**

Positive pressure, full-facepiece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator with escape SCBA (NIOSH approved).

### **Personal Precautions**

Avoid breathing vapor or mist. Avoid contact with skin, eye or clothing. Ensure adequate ventilation. Do not touch damaged containers or spilled materials unless wearing appropriate protective clothing.

### **Environmental Precautions**

Stop spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems and natural waterways by using sand, earth, or other appropriate barriers.

### **Methods and Materials for Containment and Cleaning Up**

Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations. Contaminated absorbent material may pose the same hazard as the spilled product.

---

## **SECTION 7) HANDLING AND STORAGE**

---

### **General**

Wash hands after use.  
Do not get in eyes, on skin or on clothing.  
Do not breathe vapors or mists.  
Use good personal hygiene practices.  
Eating, drinking and smoking in work areas is prohibited.  
Remove contaminated clothing and protective equipment before entering eating areas.  
Eyewash stations and showers should be available in areas where this material is used and stored.

### **Ventilation Requirements**

Use only with adequate ventilation to control air contaminants to their exposure limits. The use of local ventilation is recommended to control emissions near the source.

### **Storage Room Requirements**

Keep container(s) tightly closed and properly labeled. Store in cool, dry, well-ventilated areas away from heat, direct sunlight and strong oxidizers. Store in approved containers and protect against physical damage. Keep containers securely sealed when not in use. Indoor storage should meet OSHA standards and appropriate fire codes. Containers that have been opened must be carefully resealed to prevent leakage. Empty containers retain residue and may be dangerous.  
Use non-sparking ventilation systems, approved explosion-proof equipment and intrinsically safe electrical systems in areas where this product is used and stored.

---

## **SECTION 8) EXPOSURE CONTROLS, PERSONAL PROTECTION**

---

### **Eye Protection**

Wear eye protection with side shields or goggles. Wear indirect-vent, impact and splash resistant goggles when working with liquids. If additional protection is needed for entire face, use in combination with a face shield.

### **Skin Protection**

Use of gloves approved to relevant standards made from the following materials may provide suitable chemical protection: PVC, neoprene or nitrile rubber gloves. Suitability and durability of a glove is dependent on usage, e.g. frequency and duration of contact, chemical resistance of glove material, glove thickness, dexterity. Always seek advice from glove suppliers. Contaminated gloves should be replaced. Use of an apron and over-boots of chemically impervious materials such as neoprene or nitrile rubber is recommended to avoid skin sensitization. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace. Launder soiled clothes or properly disposed of contaminated material, which cannot be decontaminated.

### **Respiratory Protection**

If engineering controls do not maintain airborne concentrations to a level which is adequate to protect worker, a respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed. Check with respiratory protective equipment suppliers.

### Appropriate Engineering Controls

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value.

Chemical Name	OSHA TWA (ppm)	OSHA TWA (mg/m3)	OSHA STEL (ppm)	OSHA STEL (mg/m3)	OSHA Tables (Z1, Z2, Z3)	OSHA Carcinogen	OSHA Skin designation	NIOSH TWA (ppm)	NIOSH TWA (mg/m3)	NIOSH STEL (ppm)	NIOSH STEL (mg/m3)	NIOSH Carcinogen
COBALT(II) SULFATE (1:1)												
SODIUM BISULFITE									5			
SODIUM SULFITE									5			

A3 - Confirmed Animal Carcinogen with Unknown Relevance to Humans, A4 - Not Classifiable as a Human Carcinogen, BEI - Substances for which there is a Biological Exposure Index or Indices, eff - Effects, func - Function, irr - Irritation, pulm - Pulmonary, URT - Upper respiratory tract

---

## SECTION 9) PHYSICAL AND CHEMICAL PROPERTIES

---

### Physical and Chemical Properties

Appearance	light purple/pink liquid
pH	5.75 - 6.25
Odor Threshold	N/A
Odor Description	Pungent odor
Water Solubility	complete
Viscosity	N/A
Vapor Pressure	Similar to water
Vapor Density	N/A
Freezing Point	< 32 °F
Boiling Point	>212 °F
Evaporation Rate	1
Flammability	Will not burn

---

## SECTION 10) STABILITY AND REACTIVITY

---

### Stability

Stable under normal storage and handling conditions.

### Conditions To Avoid

Avoid heat, sparks, flame, high temperature and contact with incompatible materials.

### Hazardous Reactions/Polymerization

Hazardous polymerization will not occur.

### Incompatible Materials

Strong bases, acids, oxidizing and reducing agents.

### Hazardous Decomposition Products

May produce carbon monoxide, carbon dioxide.

---

## SECTION 11) TOXICOLOGICAL INFORMATION

---

### Likely Routes of Exposure

Inhalation, ingestion, skin absorption.

### Acute Toxicity

Corrosive to mucous membranes, eyes, skin, respiratory tract, and gastrointestinal tract. May cause immediate pain.

Direct contact may cause permanent damage to eyes, if it is not immediately irrigated.

Ingestions may cause severe burns of the gastrointestinal track.

Health effects may be delayed. All systemic symptoms are thought to be secondary to local tissue injury and shock.

---

## SECTION 12) ECOLOGICAL INFORMATION

---

### Toxicity

No data available.

### Mobility in Soil

No data available.

### Bio-accumulative Potential

No data available.

### Persistence and Degradability

No data available.

### Other Adverse Effect

No data available.

Do not contaminate domestic or irrigation water supplies, lakes, streams, ponds, or rivers.

---

## SECTION 13) DISPOSAL CONSIDERATIONS

---

### Waste Disposal

Under RCRA it is the responsibility of the user of the product to determine at the time of disposal whether the product meets RCRA criteria for hazardous waste. Waste management should be in full compliance with federal, state and local laws.

Empty Containers retain product residue which may exhibit hazards of material, therefore do not pressurize, cut, glaze, weld or use for any other purposes. Return drums to reclamation centers for proper cleaning and reuse.

---

## SECTION 14) TRANSPORT INFORMATION

---

### U.S. DOT Information

UN number: UN2693

Proper shipping name: Corrosive liquid, n.o.s. (SODIUM BISULFITE)

Hazard class: 8

Packaging group: III

Hazardous substance (RQ): No Data Available

Toxic-Inhalation Hazard: No Data Available

Marine Pollutant: No Data Available

Note / Special Provision: No Data Available

---

**SECTION 15) REGULATORY INFORMATION**

---

CAS	Chemical Name	% By Weight	Regulation List
0007631-90-5	SODIUM BISULFITE	< 10%	CERCLA,SARA312,TSCA,
0007681-57-4	SODIUM METABISULFITE	< 25%	SARA312,TSCA,

---

**SECTION 16) OTHER INFORMATION**

---

**Glossary**

ACGIH- American Conference of Governmental Industrial Hygienists; ANSI- American National Standards Institute; Canadian TDG Canadian Transportation of Dangerous Goods; CAS- Chemical Abstract Service; Chemtrec- Chemical Transportation Emergency Center(US); CHIP- Chemical Hazard Information and Packaging; DSL- Domestic Substances List; EC- Equivalent Concentration; EH40(UK)- HSE Guidance Note EH40 Occupational Exposure Limits; EPCRA- Emergency Planning and Community Right-To-Know Act; ESL Effects screening levels; HMIS- Hazardous Material Information Service; LC- Lethal Concentration; LD- Lethal Dose; NFPA- National Fire Protection Association; OEL- Occupational Exposure Limits; OSHA- Occupational Safety and Health Administration, US Department of Labor; PEL- Permissible Exposure Limit; SARA (Title III)- Superfund Amendments and Reauthorization Act; SARA 313- Superfund Amendments and Reauthorization Act, Section 313; SCBA- Self Contained Breathing Apparatus; STEL-Short Term Exposure Limit; TCEQ Texas Commission on Environmental Quality; TLV- Threshold Limit Value; TSCA- Toxic Substances Control Act Public Law 94-469; TWA Time Weighted Value; US DOT- US Department of Transportation; WHMIS- Workplace Hazardous Materials Information System.

**Additional Information**

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

---

**DISCLAIMER**

To the best of our knowledge, the information contained herein is accurate. However, neither the above named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist. The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.



# Safety Data Sheet

ATI 218

## Section 1 Identification

**Trade Name:** ATI 218

**Date Prepared:** 05/16/2022

**Product Identification:** ATI-218

**Synonyms:** None

**CAS No:** Mixture

**Product Use Description:**

Industrial Water Treatment/Corrosion Inhibitor

**Details of the supplier of the safety data sheet**

Aquatrol Technologies, Inc.  
P.O. Box 2786  
14 Corporate Circle  
Syracuse, NY 13057 US

**Phone:** (315) 849-1158

**Emergency telephone number**

Infotrac (800) 535-5053 (US & Canada)  
(352) 323-3500

## Section 2 Hazards Identification

**GHS Classification:**

Flammable Liquid Category 3  
Acute Toxicity Oral Category 4  
Acute Toxicity Dermal Category 4  
Skin Corrosion/Irritation Category 1B  
Serious Eye Damage/Irritation Category 1  
Reproductive Toxicity Category 2

**GHS Labels:**



Irritant



Health Hazard



Corrosive



Flammable

**Signal Word:** Danger

**Hazard Statements:**

- H226 Flammable liquid and vapour
- H302 Harmful if swallowed
- H312 Harmful in contact with skin
- H314 Causes severe skin burns and eye damage
- H318 Causes serious eye damage
- H361 Suspected of damaging fertility or the unborn child

**Precautionary Statements:**

**Prevention**

- P201 Obtain special instructions before use.
- P202 Do not handle until all safety precautions have been read and understood.
- P210 Keep away from heat, sparks, open flames and hot surfaces. No smoking.
- P233 Keep container tightly closed.
- P243 Take precautionary measures against static discharge.
- P260 Do not breathe mist or vapours.





# Safety Data Sheet

ATI 218

- P264** Wash skin thoroughly after handling.
- P270** Do not eat, drink or smoke when using this product.
- P280** Wear protective gloves, protective clothing, eye protection or face protection.

### Response

- P301 + P330 + P331** IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
- P303 + P361 + P353** IF ON SKIN (or hair): Remove immediately all contaminated clothing. Rinse SKIN with water.
- P304 + P340** IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
- P305 + P351 + P338** IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
- P312** Call a POISON CENTER or physician if you feel unwell.
- P363** Wash contaminated clothing before reuse.
- P370 + P378** In case of fire: Use dry sand, dry chemical or alcohol-resistant foam for extinction.

### Storage

- P403 + P235** Store in a well-ventilated place. Keep cool.
- P405** Store locked up.

### Disposal

- P501** Dispose of contents/container to an approved waste disposal plant.

### Hazards Not Otherwise Classified (HNOC):

None.

### Additional Information:

None.

## Section 3 Composition

Chemical Name	Common Name/Synonym	CAS #	%
Proprietary Component 1			5 - 10
Proprietary Component 2			5 - 10
Proprietary Component 3			20 - 25

## Section 4 First Aid

### General:

Move out of dangerous area. Perform first aid measures as indicated. Seek medical attention and show this safety data sheet to attending physician.

### Inhalation:

Move to fresh air and keep at rest in a position comfortable for breathing. If breathing difficulty occurs or persists seek medical attention. If not breathing give artificial respiration and seek immediate medical attention.

### Skin Contact:

Immediately flush exposed skin with water for at least 15 minutes while removing contaminated clothing and/or shoes. Seek medical attention if irritation develops or persists.

### Eye Contact:

Immediately flush eyes with water for at least 15 minutes, lifting the upper and lower eyelids intermittently. Check for and remove any contact lenses if easy to do. Seek medical attention if irritation develops or persists.

### Ingestion:

Rinse mouth with water. Do not induce vomiting. Seek immediate medical attention.

### Most important symptoms and effects both acute and delayed:

No information available.

### Indication of any immediate medical attention and special treatment needed:

Trade Name: ATI 218  
SDS ID: SDS00304

SDS #: ATI-218  
Revision # 1

Page 2 of 8  
Revision Date 09/21/2015



# Safety Data Sheet

ATI 218

No information available.

## Section 5 Fire Fighting Measures

### Suitable Extinguishing Media:

Use alcohol foam, carbon dioxide, dry chemical or water spray. Use water spray to cool fire exposed containers.

### Unsuitable Extinguishing Media:

No information available.

### Specific Hazards Developing From the Chemical:

Combustion may produce oxides of nitrogen, carbon monoxide, carbon dioxide and other unidentified organic compounds.

### Precautions for Firefighters:

No information available.

### Firefighting Instructions:

No information available.

### Protection During Firefighting:

Wear full protective gear and full face pressure demand self-contained breathing apparatus.

### Other Information:

No additional information available.

## Section 6 Accidental Release Measures

### Personal precautions, protective equipment and emergency procedures:

Avoid direct contact with skin, eyes and clothing. Avoid inhalation of mist, vapor or dust. Wear appropriate personal protective equipment as outlined in Section 8 of this SDS.

### Environmental Precautions:

Prevent further leakage or spillage if safe to do so. Contain spilled material and prevent run-off onto ground or into water sources or sewers. Remove or eliminate all sources of ignition.

### Methods and material for containment and clean up:

Absorb on inert material and place in containers for disposal. Dispose of spilled/collected material in accordance with all federal, state and local regulations.

## Section 7 Handling and Storage

### Precautions for Safe Handling:

Avoid contact with skin and eyes. Avoid inhalation of mist, vapor and dust. Ensure adequate ventilation. Do not eat, drink or smoke while handling. Wear appropriate personal protective equipment as outlined in Section 8 of this SDS.

### Conditions for Safe Storage, including Incompatibilities:

Store in original container. Keep container tightly closed. Store at room temperature (50-90 F) in a dry well-ventilated area.

## Section 8 Exposure Controls/Personal Protection

### Exposure Limits:

Ingredient	Data Source	Exposure Form	Exposure Value	Exposure Notes
Proprietary Component 3	NIOSH		10 ppm	
Proprietary Component 1	ACGIH TLV	TWA	2 ppm	Upper respiratory track irritation.
	NIOSH	TWA	10 ppm	Potential for dermal absorption
	OSHA PEL	TWA	10 ppm	Skin designation
Proprietary Component 2	ACGIH TLV	TWA	20 ppm	

Trade Name: ATI 218  
SDS ID: SDS00304

SDS #: ATI-218  
Revision #: 1

Page 3 of 8  
Revision Date 09/21/2015



# Safety Data Sheet

## ATI 218

NIOSH REL	TWA	20 ppm
OSHA PO	TWA	20 ppm
OSHA Z-1	TWA	20 ppm

### Appropriate Engineering Controls:

Use explosion proof electrical equipment, non-sparking tools and ground all containers while handling this product.

### Individual Protection Measures:

#### Eye/Face Protection:

Safety glasses or chemical goggles should be worn when handling this material.

#### Skin Protection:

##### Hand Protection:

Wear chemical resistant gloves when handling.

##### Other:

Wear chemical resistant apron when handling.

#### Respiratory Protection:

Wear respiratory protection while using this material.

### General Hygiene Considerations:

Follow good hygiene and safety practice. Wash hands and exposed skin before breaks and at the end of the work day. Do not eat, drink or smoke while handling this material. Do not wear contaminated or dirty clothing home from the work-site. Launder contaminated or dirty clothing before reuse.

### Additional Information:

No additional information available.

## Section 9 Physical and Chemical Properties

Appearance	Colorless to Yellow Liquid
Odor	Strong Amine
Odor threshold	Not available.
pH	Not available.
Melting/freezing point	Not available.
Initial boiling point	Not available.
Flash point	130°F (54°C) TCC
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Lower flammability limit	Not available.
Upper flammability limit	Not available.
Lower explosive limit	Not available.
Upper explosive limit	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility in water	Miscible
PC: n-octanol/water	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Density	Not available.
Specific gravity	0.98

## Section 10 Stability and Reactivity

Reactivity :	Not reactive under normal use conditions.
Chemical Stability :	Material is stable under normal handling and storage conditions.
Hazardous Reactions :	Hazardous polymerization will not occur under normal handling and storage.



# Safety Data Sheet

ATI 218

**Conditions to Avoid :** Avoid excessive heating, freezing and chemical contamination.  
**Decomposition Products:** No decomposition products are expected under normal storage and handling conditions. Sulfur dioxide, sulfur oxides and toxic vapors can result from heating or chemical contamination.  
**Incompatible Materials:** Avoid contact with oxidizers and strong acids.

## Section 11 Toxicological Information

### Information on the likely routes of exposure:

#### Inhalation:

This material may cause respiratory irritation, dizziness, nausea and vomiting.

#### Skin Contact:

This material may cause severe skin irritation . May be harmful if absorbed through the skin.

#### Eye Contact:

This material may cause eye irritation and injury.

#### Ingestion:

This material may cause irritation of the gastrointestinal system and may be harmful if swallowed.

### Symptoms related to the physical, chemical and toxicological characteristics:

No information available.

### Delayed and chronic effects:

No information available.

### Numerical measures of toxicity:

Components	Exposure	Species	Dose	Notes
<b>Proprietary Component 3:</b>				
Oral	LD50	Rat	432 mg/kg	
Dermal	LD50	Rabbit	275 mg/kg	
Inhalation	LC50	Rat	700 mg/l	4 hr
<b>Proprietary Component 2:</b>				
Oral	LD50	Rat	1910 mg/kg	
Dermal	LD50	Rabbit	500 mg/kg	
Inhalation	LC50	Rat	8 mg/l	
<b>Proprietary Component 1:</b>				
Oral	LD50	Rat	1300 mg/kg	
Dermal	LD50	Rabbit	1100 mg/kg	
Inhalation	LC50	Rat	4.6 mg/l	4 hr

### Toxicological Effects:

#### Acute Toxicity:

Mixture:

No information available.

#### Skin Corrosion/Irritation:

Mixture:

No information available.

#### Serious Eye Damage/Irritation:

Mixture:

No information available.

#### Respiratory Sensitization:

Mixture:

No information available.

#### Skin Sensitization:

Mixture:

No information available.

#### Germ Cell Mutagenicity:

Mixture:

No information available.

#### Carcinogenicity:

Mixture:



# Safety Data Sheet

ATI 218

This product is considered to be a potential carcinogen by:

- NTP: No
- OSHA: No
- IARC: No

**Reproductive Toxicity:**

Mixture:

This product may cause reproductive and developmental effects.

**STOT-Single Exposure:**

Mixture:

No information available.

**STOT-Repeated Exposure:**

Mixture:

No information available.

**Aspiration Hazard:**

Mixture:

This product is not an aspiration hazard.

**Additional Information:**

None.

## Section 12 Ecological Information

**Ecotoxicity:**

No information available.

**Numerical Measures of Ecotoxicity:**

Components	Type	Species	Dose	Notes
<b>Proprietary Component 3:</b>				
Fish	LC50	Freshwater	19 mg/l	14 days
Invertebrate	EC50	Daphnia magna	36.3 mg/l	48 hr
Algae	EC50	Selenastrum capricornutum	29.3 mg/l	72 h
<b>Proprietary Component 2:</b>				
Fish	LC50	Salmo gairdneri	180 mg/l	96 hr
Invertebrate	EC50	Daphnia magna	45 mg/l	48 hr
Algae	EC50	Pseudokirchneriella subcapitata	28 mg/l	96 h
<b>Proprietary Component 1:</b>				
Fish	LC50	Golden Orfe	>100 mg/l	96 hr
Invertebrate	EC50	Daphnia magna	83.6 mg/l	48 hr
Algae	EC50	Algae	>30 mg/l	72 h

**Persistence and Degradability:**

Mixture:

No information available.

**Bioaccumulative Potential:**

Mixture:

No information available.

**Mobility in Soil:**

Mixture:

No information available.

**Other Adverse Effects:**

Mixture:

No information available.

**Additional Information:**

No information available.

## Section 13 Disposal Considerations

**Disposal Instructions:**

Dispose of material in accordance with all federal, state and local regulations.



# Safety Data Sheet

ATI 218

**Contaminated Packaging:**

Triple rinse container and offer for recycling. Dispose of container following all federal, state and local regulations.

**Additional Information:**

No additional information available.

## Section 14 Transport Information

**DOT:**

**UN number:** UN2735

**UN proper shipping name:** UN2735, Amines, Liquid, Corrosive, N.O.S. (Cyclohexylamine, Morpholine) ,8, PGI

**Class:** 8

**Subsidiary risk:** none

**Label(s):** 8

**Packing group:** II

**Packaging exceptions:** none

## Section 15 Regulatory Information

**Federal Regulations:**

**SARA 311/312 Hazard Categories:**

Immediate (Acute) Health Hazard

Immediate (Acute) Health Hazard

Immediate (Acute) Health Hazard

Delayed (Chronic) Health Hazard

Fire Hazard

Fire Hazard

Fire Hazard

**SARA 302 Extremely Hazardous Substance:**

Not listed.

**SARA 304 Emergency Release Notification:**

Not regulated.

**SARA 311/312 Hazardous Chemical:**

No

**SARA 313 Toxic Release Inventory (TRI) Report:**

Not regulated.

**CERCLA Hazardous Substance List:**

Not Listed.

**Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA):**

This chemical is not a pesticide product.

**Clean Air Act Regulated Substances:**

Volatile Organic Compounds (VOCs) in SOCM1:

Proprietary Component 2

**Clean Water Act Regulated Substances:**

None.

**U.S. State Regulations:**

None.

**Canadian Regulations:**

**Canadian Ingridient Disclosure List Substances:**

None listed.

**WHMIS Classification:**

**Proprietary Component 3**

Class B-2

Class E

**Proprietary Component 1**

Class B-2

Class D-1B



# Safety Data Sheet

ATI 218

Class E

## Section 16 Other Information

HMIS Hazard ID:

<b>HEALTH</b>	2
<b>FLAMMABILITY</b>	2
<b>REACTIVITY</b>	0
<b>PERSONAL PROTECTION</b>	H

Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; \*-Chronic Health Effect

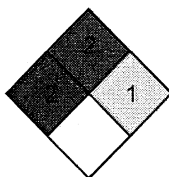
NFPA Hazard ID:

Flamability:

Health:

Reactivity:

Special Hazard:



Hazard Rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe

**Disclaimer:** The Manufacturer believes that the information contained in the Safety Data Sheet is accurate. The suggested procedures are based on experience as of the date of the publication. They are not necessarily all inclusive nor fully adequate in every circumstance. Also, the suggestions should not be confused with, nor followed in violation of applicable laws, regulations, rules or insurance requirements.

**Issue Date:** 05/16/2016

**Revision:** 1



# Safety Data Sheet

ATI 332

## Section 1 Identification

**Trade Name:** ATI 332 **Date Prepared:** 10/08/2022  
**Product Identification:** ATI-332  
**Synonyms:** None **CAS No:** Mixture  
**Product Use Description:**  
Industrial Water Treatment

### Details of the supplier of the safety data sheet

Aquatrol Technologies, Inc. **Phone:** (315) 849-1158  
P.O. Box 2786  
14 Corporate Circle  
Syracuse, NY 13057 US

### Emergency telephone number

Infotrac (800) 535-5053 (US & Canada)  
(352) 323-3500

## Section 2 Hazards Identification

**GHS Classification:** This product is not classified as a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

### GHS label elements:

None.

**Signal Word:** No Signal Word

### Hazard Statements:

None.

### Precautionary Statements:

None.

### Hazards Not Otherwise Classified (HNOC):

None.

### Additional Information:

None.

## Section 3 Composition

No hazardous components as defined by GHS standard.

## Section 4 First Aid

### General:

Move out of dangerous area. Perform first aid measures as indicated. Seek medical attention and show this safety data sheet to attending physician.

### Inhalation:

Move to fresh air and keep at rest in a position comfortable for breathing. If breathing difficulty occurs or persists seek medical attention. If not breathing give artificial respiration and seek immediate medical attention.

### Skin contact:

**Trade Name:** ATI 332  
**SDS ID:** SDS00395

**SDS #:** ATI-332  
**Revision #** 1

**Page 1 of 6**  
**Revision Date** 10/08/2015





# Safety Data Sheet

ATI 332

Immediately flush exposed skin with water for at least 15 minutes while removing contaminated clothing and/or shoes. Thoroughly wash with soap and water. Seek medical attention if irritation develops or persists.

**Eye contact:**

Immediately flush eyes with water for at least 15 minutes, lifting the upper and lower eyelids intermittently. Check for and remove any contact lenses if easy to do. Seek medical attention if irritation develops or persists.

**Ingestion:**

Rinse mouth with water. Do not induce vomiting. Seek medical attention if symptoms develop.

**Most important symptoms and effects both acute and delayed:**

No information available.

**Indication of any immediate medical attention and special treatment needed:**

No information available.

## Section 5 Fire Fighting Measures

**Suitable Extinguishing Media:**

Use extinguishing media suitable for surrounding fire or source of fire. Use water spray to cool fire exposed containers.

**Unsuitable Extinguishing Media:**

No information available.

**Specific hazards developing from the chemical:**

In fire conditions after water loss, combustion may produce carbon monoxide, carbon dioxide and other unidentified combustion products.

**Precautions for firefighters:**

No information available.

**Firefighting Instructions:**

No information available.

**Protection During Firefighting:**

Wear full protective gear and full face pressure demand self-contained breathing apparatus.

**Other information:**

No additional information available.

## Section 6 Accidental Release Measures

**Personal precautions, protective equipment and emergency procedures:**

Avoid direct contact with skin, eyes and clothing. Avoid inhalation of mist, vapor or dust. Wear appropriate personal protective equipment as outlined in Section 8 of this SDS.

**Environmental precautions:**

Prevent further leakage or spillage if safe to do so. Contain spilled material and prevent run-off onto ground or into water sources or sewers.

**Methods and material for containment and cleaning up:**

Absorb on inert material and place in containers for disposal. Dispose of spilled/collected material in accordance with all federal, state and local regulations.

## Section 7 Handling and Storage

**Precautions for safe handling:**

Avoid contact with skin and eyes. Avoid inhalation of mist, vapor and dust. Ensure adequate ventilation. Do not eat, drink or smoke while handling. Wear appropriate personal protective equipment as outlined in Section 8 of this SDS.

**Conditions for safe storage, including any incompatibilities:**

Store in original container. Keep container tightly closed. Store at room temperature (50-90 F) in a dry well-ventilated area.

## Section 8 Exposure Controls/Personal Protection

**Exposure limits:**

No information available.

**Appropriate Engineering Controls:**

Use local and/or general exhaust ventilation to maintain airborne concentrations below irritating levels or exposure limits. An eyewash and safety shower should be available in the work area.

**Individual protection measures:**

**Eye/face protection:**



# Safety Data Sheet

ATI 332

Safety glasses or chemical goggles should be worn when handling this material.

**Skin protection:**

**Hand Protection:**

Wear chemical resistant gloves when handling.

**Other:**

Wear chemical resistant apron when handling.

**Respiratory Protection:**

Wear respiratory protection if mist or vapor is produced, while using this material.

**General hygiene considerations:**

Follow good hygiene and safety practice. Wash hands and exposed skin before breaks and at the end of the work day. Do not eat, drink or smoke while handling this material. Do not wear contaminated or dirty clothing home from the work-site. Launder contaminated or dirty clothing before reuse.

**Additional information:**

No additional information available.

## Section 9 Physical and Chemical Properties

Appearance	Light Amber Liquid
Odor	Mild
Odor threshold	Not available.
pH	10.5
Melting/freezing point	Not available.
Initial boiling point	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Lower flammability limit	Not available.
Upper flammability limit	Not available.
Lower explosive limit	Not available.
Upper explosive limit	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility in water	Complete
PC: n-octanol/water	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Density	Not available.
Specific gravity	1.12

## Section 10 Stability and Reactivity

Reactivity :	Not reactive under normal use conditions.
Chemical stability :	Material is stable under normal handling and storage conditions.
Hazardous reactions :	Hazardous polymerization will not occur.
Conditions to avoid :	Avoid excessive heating, freezing and chemical contamination.
Decomposition products:	No decomposition products are expected under normal storage and handling conditions.
Incompatible materials:	Avoid contamination with other chemicals.

## Section 11 Toxicological Information

**Information on the likely routes of exposure:**

**Inhalation:**

No information available.

**Skin Contact:**



# Safety Data Sheet

## ATI 332

No information available.

**Eye Contact:**

No information available.

**Ingestion:**

No information available.

**Symptoms related to the physical, chemical and toxicological characteristics:**

No information available.

**Delayed and chronic effects:**

No information available.

**Numerical measures of toxicity:**

Components	Exposure	Species	Dose	Notes
<b>mixture:</b>				
No Data Available				

**Toxicological effects:****Acute Toxicity:**

Mixture:

No information available.

**Skin Corrosion/Irritation:**

Mixture:

No information available.

**Serious Eye Damage/Irritation:**

Mixture:

No information available.

**Respiratory sensitization:**

Mixture:

No information available.

**Skin sensitization:**

Mixture:

No information available.

**Germ cell mutagenicity:**

Mixture:

No information available.

**Carcinogenicity:**

Mixture:

This product is considered to be a potential carcinogen by:

NTP: No

OSHA: No

IARC: No

**Reproductive toxicity:**

Mixture:

This product is not expected to cause reproductive and developmental effects.

**STOT-single exposure:**

Mixture:

No information available.

**STOT-repeated exposure:**

Mixture:

No information available.

**Aspiration hazard:**

Mixture:

This product is not an aspiration hazard.

**Additional information:**

None.

## Section 12 Ecological Information

**Ecotoxicity:**

No information available.

**Numerical measures of ecotoxicity:**

Components	Type	Species	Dose	Notes
------------	------	---------	------	-------

**Mixture:**

Trade Name: ATI 332

SDS #: ATI-332

Page 4 of 6

SDS ID: SDS00395

Revision # 1

Revision Date 10/08/2015



# Safety Data Sheet

ATI 332

No Data Available

**Persistence and degradability:**

Mixture:  
No information available.

**Bioaccumulative potential:**

Mixture:  
No information available.

**Mobility in soil:**

Mixture:  
No information available.

**Other adverse effects:**

Mixture:  
No information available.

**Additional information:**

No information available.

## Section 13 Disposal Considerations

**Disposal instructions:**

Dispose of material in accordance with all federal, state and local regulations.

**Contaminated packaging:**

Triple rinse container and offer for recycling. Dispose of container following all federal, state and local regulations.

**Additional Information:**

No additional information available.

## Section 14 Transport Information

**DOT:**

Not classified.

## Section 15 Regulatory Information

**Federal regulations:**

**SARA 311/312 Hazard categories:**

None.

**SARA 302 Extremely hazardous substance:**

Not listed.

**SARA 304 Emergency release notification:**

Not regulated.

**SARA 311/312 Hazardous chemical:**

No

**SARA 313 Toxic Release Inventory (TRI) report:**

Not regulated.

**CERCLA Hazardous substance list:**

Not Listed.

**Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA):**

This chemical is not a pesticide product.

**Clean Air Act regulated substances:**

None.

**Clean Water Act regulated substances:**

None.

**U.S. state regulations:**

None.

**Canadian regulations:**

**Canadian Ingredient Disclosure List substances:**

None listed.

**WHMIS classification:**

Trade Name: ATI 332

SDS ID: SDS00395

SDS #: ATI-332

Revision # 1

Page 5 of 6

Revision Date 10/08/2015



# Safety Data Sheet

ATI 332

Not classified.

## Section 16 Other Information

HMIS hazard ID:

<b>HEALTH</b>	1
<b>FLAMMABILITY</b>	0
<b>REACTIVITY</b>	0
<b>PERSONAL PROTECTION</b>	C

Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; \*-Chronic health effect

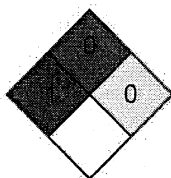
NFPA hazard ID:

Flamability:

Health:

Reactivity:

Special hazard:



Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe

**Disclaimer:** This Manufacturer believes that the information contained in the Safety Data Sheet is accurate. The suggested procedures are based on experience as of the date of the publication. They are not necessarily all inclusive nor fully adequate in every circumstance. Also, the suggestions should not be confused with, nor followed in violation of applicable laws, regulations, rules or insurance requirements.

**Issue Date:** 10/08/2015

**Revision:** 1



# Safety Data Sheet

ATI 416

## Section 1 Identification

**Trade Name:** ATI 416 **Date Prepared:** 10/12/2015  
**Product Identification:** ATI-416  
**Synonyms:** None **CAS No:** Mixture

**Product Use Description:**  
Industrial Cooling Water Treatment

### Details of the supplier of the safety data sheet

Aquatrol Technologies, Inc.  
P.O. Box 542 **Phone:** (315) 447-3268  
4573 Morgan Place  
LIVERPOOL, NY 13088 US

### Emergency telephone number

Infotrac (800) 535-5053 (US & Canada)  
(352) 323-3500

## Section 2 Hazards Identification

**GHS Classification:** Skin Corrosion/Irritation Category 2  
Serious Eye Damage/Irritation Category 2A

### GHS label elements:



Irritant

**Signal Word:** Warning

### Hazard Statements:

**H315** Causes skin irritation  
**H319** Causes serious eye irritation

### Precautionary Statements:

#### Prevention

**P264** Wash skin thoroughly after handling.  
**P280** Wear protective gloves, protective clothing and eye protection or face protection.

#### Response

**P302 + P352** IF ON SKIN: wash with plenty of soap and water.  
**P305 + P351 + P338** IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
**P321** Specific treatment: see information on the SDS or label.  
**P332 + P313** IF SKIN irritation occurs: Get medical attention.  
**P337 + P313** IF eye irritation persists: Get medical attention.  
**P362 + P364** Take off contaminated clothing and wash before reuse

### Hazards Not Otherwise Classified (HNOC):

None.

### Additional Information:

**Trade Name:** ATI 416  
**SDS ID:** SDS00366

**SDS #:** ATI-416  
**Revision #** 1

**Page 1 of 7**  
**Revision Date** 10/01/2015



# Safety Data Sheet

ATI 416

None.

## Section 3 Composition

Chemical Name	Common name and synonyms	CAS #	%
Potassium Hydroxide		1310-58-3	1 - 5

## Section 4 First Aid

### General:

Move out of dangerous area. Perform first aid measures as indicated. Seek medical attention and show this safety data sheet to attending physician.

### Inhalation:

Move to fresh air and keep at rest in a position comfortable for breathing. If breathing difficulty occurs or persists seek medical attention. If not breathing give artificial respiration and seek immediate medical attention.

### Skin contact:

Immediately flush exposed skin with water for at least 15 minutes while removing contaminated clothing and/or shoes. Thoroughly wash with soap and water. Seek medical attention if irritation develops or persists.

### Eye contact:

Immediately flush eyes with water for at least 15 minutes, lifting the upper and lower eyelids intermittently. Check for and remove any contact lenses if easy to do. Seek medical attention if irritation develops or persists.

### Ingestion:

Rinse mouth with water. Do not induce vomiting. Seek medical attention if symptoms develop.

### Most important symptoms and effects both acute and delayed:

No information available.

### Indication of any immediate medical attention and special treatment needed:

No information available.

## Section 5 Fire Fighting Measures

### Suitable Extinguishing Media:

Use extinguishing media suitable for surrounding fire or source of fire. Use water spray to cool fire exposed containers.

### Unsuitable Extinguishing Media:

No information available.

### Specific hazards developing from the chemical:

In fire conditions after water loss, combustion may produce carbon monoxide, carbon dioxide and other unidentified combustion products.

### Precautions for firefighters:

No information available.

### Firefighting Instructions:

No information available.

### Protection During Firefighting:

Wear full protective gear and full face pressure demand self-contained breathing apparatus.

### Other information:

No additional information available.

## Section 6 Accidental Release Measures

### Personal precautions, protective equipment and emergency procedures:

Avoid direct contact with skin, eyes and clothing. Avoid inhalation of mist, vapor or dust. Wear appropriate personal protective equipment as outlined in Section 8 of this SDS.

### Environmental precautions:

Prevent further leakage or spillage if safe to do so. Contain spilled material and prevent run-off onto ground or into water sources or sewers.

### Methods and material for containment and cleaning up:

Neutralize with appropriate alkaline material if possible. Absorb on inert material and place in containers for disposal. Dispose of spilled/collected material in accordance with all federal, state and local regulations.



# Safety Data Sheet

ATI 416

## Section 7 Handling and Storage

### Precautions for safe handling:

Avoid contact with skin and eyes. Avoid inhalation of mist, vapor and dust. Ensure adequate ventilation. Do not eat, drink or smoke while handling. Wear appropriate personal protective equipment as outlined in Section 8 of this SDS.

### Conditions for safe storage, including any incompatibilities:

Store in original container. Keep container tightly closed. Store at room temperature (50-90 F) in a dry well-ventilated area.

## Section 8 Exposure Controls/Personal Protection

### Exposure limits:

Ingredient	Data Source	Exposure Form	Exposure Value	Exposure Notes
potassium hydroxide	OSHA PEL		2 mg/m3	

### Appropriate Engineering Controls:

Use local and/or general exhaust ventilation to maintain airborne concentrations below irritating levels or exposure limits. An eyewash and safety shower should be available in the work area.

### Individual protection measures:

#### Eye/face protection:

Safety glasses or chemical goggles should be worn when handling this material.

#### Skin protection:

##### Hand Protection:

Wear chemical resistant gloves when handling.

##### Other:

Wear chemical resistant apron when handling.

#### Respiratory Protection:

Wear respiratory protection if mist or vapor is produced, while using this material.

### General hygiene considerations:

Follow good hygiene and safety practice. Wash hands and exposed skin before breaks and at the end of the work day. Do not eat, drink or smoke while handling this material. Do not wear contaminated or dirty clothing home from the work-site. Launder contaminated or dirty clothing before reuse.

### Additional information:

No additional information available.

## Section 9 Physical and Chemical Properties

Appearance	Light Yellow Liquid	Viscosity	Not available.
Odor	Mild	Density	Not available.
Odor threshold	Not available.	Specific gravity	1.12
pH	12		
Melting/freezing point	Not available.		
Initial boiling point	Not available.		
Flash point	Not available.		
Evaporation rate	Not available.		
Flammability (solid, gas)	Not available.		
Lower flammability limit	Not available.		
Upper flammability limit	Not available.		
Lower explosive limit	Not available.		
Upper explosive limit	Not available.		
Vapor pressure	Not available.		
Vapor density	Not available.		
Relative density	Not available.		
Solubility in water	Complete		
PC: n-octanol/water	Not available.		
Auto-ignition temperature	Not available.		
Decomposition temperature	Not available.		





# Safety Data Sheet

ATI 416

## Section 10 Stability and Reactivity

**Reactivity :** Not reactive under normal use conditions.  
**Chemical stability :** Material is stable under normal handling and storage conditions.  
**Hazardous reactions :** Hazardous polymerization will not occur under normal handling and storage.  
**Conditions to avoid :** Avoid excessive heating, freezing and chemical contamination.  
**Decomposition products:** No decomposition products are expected under normal storage and handling conditions.  
**Incompatible materials:** Avoid contact with oxidizers and strong acids.

## Section 11 Toxicological Information

### Information on the likely routes of exposure:

#### Inhalation:

This material may cause respiratory irritation.

#### Skin Contact:

This material may cause skin irritation which can result in serious or perminate damage.

#### Eye Contact:

This material may cause eye irritation which can result in serious or perminate damage.

#### Ingestion:

This material may cause gastrointestinal irritation and burns.

### Symptoms related to the physical, chemical and toxicological characteristics:

No information available.

### Delayed and chronic effects:

No information available.

### Numerical measures of toxicity:

Components	Exposure	Species	Dose	Notes
<b>potassium hydrixide:</b>				
LD50	Oral	Rat	273 mg/kg	
LD50	Dermal		No Data Available	
LDC0	Inhalation		No Data Available	

### Toxicological effects:

#### Acute Toxicity:

Mixture:

No information available.

#### Skin Corrosion/Irritation:

Mixture:

No information available.

#### Serious Eye Damage/Irritation:

Mixture:

No information available.

#### Respiratory sensitization:

Mixture:

No information available.

#### Skin sensitization:

Mixture:

No information available.

#### Germ cell mutagenicity:

Mixture:

No information available.

#### Carcinogenicity:

Mixture:

This product is considered to be a potencial canginogen by:

NTP: No

OSHA: No

IARC: No



# Safety Data Sheet

ATI 416

**Reproductive toxicity:**

Mixture:

This product is not expected to cause reproductive and developmental effects.

**STOT-single exposure:**

Mixture:

No information available.

**STOT-repeated exposure:**

Mixture:

No information available.

**Aspiration hazard:**

Mixture:

This product is not an aspiration hazard.

**Additional information:**

None.

## Section 12 Ecological Information

**Ecotoxicity:**

No information available.

**Numerical measures of ecotoxicity:**

Components	Type	Species	Dose	Notes
<b>potassium hydroxide:</b>				
Fish	LC50	Mosquito Fish	80 mg/l	24 hr static
Invertebrates	EC50		No Data Available	
Algae	EC50		No Data Available	

**Persistence and degradability:**

Mixture:

No information available.

**Bioaccumulative potential:**

Mixture:

No information available.

**Mobility in soil:**

Mixture:

No information available.

**Other adverse effects:**

Mixture:

No information available.

**Additional information:**

No information available.

## Section 13 Disposal Considerations

**Disposal instructions:**

Dispose of material in accordance with all federal, state and local regulations.

**Contaminated packaging:**

Triple rinse container and offer for recycling. Dispose of container following all federal, state and local regulations.

**Additional Information:**

No additional information available.

## Section 14 Transport Information

**DOT:**

Not classified.

## Section 15 Regulatory Information

**Federal regulations:**

Trade Name: ATI 416  
SDS ID: SDS00366

SDS #: ATI-416  
Revision #: 1

Page 5 of 7  
Revision Date 10/01/2015



# Safety Data Sheet

## ATI 416

**SARA 311/312 Hazard categories:**

None.

**SARA 302 Extremely hazardous substance:**

Not listed.

**SARA 304 Emergency release notification:**

Not regulated.

**SARA 311/312 Hazardous chemical:**

Yes

**SARA 313 Toxic Release Inventory (TRI) report:**

Not regulated.

**CERCLA Hazardous substance list:**

Potassium Hydroxide Listed.

**Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA):**

This chemical is not a pesticide product.

**Clean Air Act regulated substances:**

None.

**Clean Water Act regulated substances:**

None.

**U.S. state regulations:****Massachusetts RTK Substances**

Potassium Hydroxide Listed.

**New Jersey RTK Substances**

Potassium Hydroxide Listed.

**Pennsylvania RTK Substance**

Potassium Hydroxide Listed.

**Canadian regulations:****Canadian Ingredient Disclosure List substances:**

None listed.

**WHMIS classification:**

Potassium Hydroxide

Class D-1B

Class E

## Section 16 Other Information

**HMIS hazard ID:**

<b>HEALTH</b>	2
<b>FLAMMABILITY</b>	0
<b>REACTIVITY</b>	0
<b>PERSONAL PROTECTION</b>	C

Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; \*-Chronic health effect

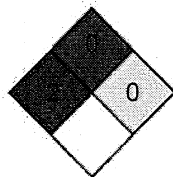
**NFPA hazard ID:**

Flamability:

Health:

Reactivity:

Special hazard:



Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe



# Safety Data Sheet

## ATI 416

**Disclaimer:** This Manufacturer believes that the information contained in the Safety Data Sheet is accurate. The suggested procedures are based on experience as of the date of the publication. They are not necessarily all inclusive nor fully adequate in every circumstance. Also, the suggestions should not be confused with, nor followed in violation of applicable laws, regulations, rules or insurance requirements.

**Issue Date:** 10/12/2015

**Revision:** 1

Enviro Tech Chemical Services, Inc. 500 Winmoore Way Modesto, CA 95358

## SAFETY DATA SHEET

### SECTION 1 - IDENTIFICATION

**Product Identifier:** BROMMAX 7.1  
**Chemical Family:** Water Treatment Antimicrobial Solution

**Product Code:** 28

**Enviro Tech Chemical Services, Inc.**  
 500 Winmoore Way Modesto, CA 95358  
 (209) 581-9576 (7 AM to 5 PM, PST, Monday to Friday)

**24 Hr. Emergency Tel.#:** 800-424-9300

### SECTION 2 - HAZARDS IDENTIFICATION

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). These requirements differ from the classification criteria and hazard information required for safety data sheets of non-pesticide chemicals. Please see Section 15 for FIFRA labeling information.

**Classification of the Substance or Mixture:**

Skin Irritation - Category 2  
 Serious Eye Damage - Category 1  
 Corrosive to Metals - Category 1  
 Acute Toxicity - Inhalation Category 4  
 Acute Toxicity - Dermal Category 5



**Signal Word:** DANGER

**Hazard Statements:**

Causes skin irritation  
 Causes serious eye damage  
 May be corrosive to metals  
 May be harmful if inhaled  
 May be harmful in contact with skin

**Precautionary Statements:**

Wear protective gloves/protective clothing/eye protection/face protection.  
**IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing.  
**IF ON SKIN (or hair):** Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.  
 Keep away from heat/sparks/open flames/hot surfaces - No smoking.  
 Keep/Store away from clothing/.../combustible materials.  
 Take any precaution to avoid mixing with combustibles.  
 Keep only in original container.

### SECTION 3 - COMPOSITION / INFORMATION ON INGREDIENTS

Ingredient	CAS Number	Concentration
SULFAMIC ACID, N-BROMO, SODIUM SALT	1004542-84-0	15-25%
SODIUM HYDROXIDE	1310-73-2	1-5%

### SECTION 4 - FIRST-AID MEASURES

**Inhalation:** Get medical advice/attention if you feel unwell or are concerned.

**Skin Contact:** Take off contaminated clothing, shoes and leather goods (e.g. watchbands, belts). Wash with plenty of lukewarm, gently flowing water with a flushing duration of 15-20 minutes. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before re-use or discard.

**Eye Contact:** Remove source of exposure or move person to fresh air. Rinse eyes cautiously with lukewarm, gently flowing water for several minutes, while holding the eyelids open. Remove contact lenses, if present and easy to do. Continue rinsing for 30 minutes. Take care not to rinse contaminated water into the unaffected eye or into the face. Immediately call a POISON CENTER/doctor.

**Ingestion:** Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER/doctor. If vomiting occurs naturally, lie on your side, in the recovery position.

**Most Important Symptoms and Effects, both Acute and Delayed:** Causes irritation/burns that may result in permanent impairment of vision, even blindness. Contact with skin can cause irritation. May be harmful if swallowed.

Enviro Tech Chemical Services, Inc. 500 Winmoore Way Modesto, CA 95358

## SAFETY DATA SHEET

Indication of any Immediate Medical Attention and Special Treatment Needed: Treat symptomatically

### SECTION 5 - FIRE-FIGHTING MEASURES

**Extinguishing Media:** Use water spray, powder, foam, carbon dioxide.

**Special hazards arising from the substance or mixture:** Non combustible. May give off irritating or toxic fumes (or gases) in a fire.

**Flammability classification (OSHA 29 CFR 1910.106) (Hazcom 2012):** Non flammable

**Hazardous Combustion Products:** May cause fire and explosions when in contact with incompatible materials.

**Special protective equipment and precautions for firefighters:** In the event of a fire, wear full protective clothing and NIOSH-approved self-contained breathing apparatus.

### SECTION 6 - ACCIDENTAL RELEASE MEASURES

**Personal precautions, protective equipment and emergency procedures:** Ventilate area of leak or spill. Wear appropriate personal protective equipment as specified in Section 8. Isolate hazard area. Keep unnecessary and unprotected personnel from entering.

**Methods and materials for containment and cleaning up:** SMALL SPILLS (less than 1 gallon): Dike small spills with inert material (sand, earth, etc.). Collect in plastic containers only. Wash area and let dry. LARGE SPILL: Should be diked with sand ahead of spill. Collect in plastic containers only. Ensure adequate decontamination of tools and equipment following clean up.

**Special spill response procedures:** Collect spills in plastic containers only. Prevent from entering sewers, waterways, or low areas.

### SECTION 7 - HANDLING AND STORAGE

**Precautions for Safe Handling:** Wear at least chemical resistant gloves and eye protection, face shield, and chemical resistant garments when handling, moving or using this product. Do not contaminate water, food, or feed by storage or disposal.

**Conditions for Safe Storage:** Store in a cool, dry, well ventilated place away from direct sunlight. Keep container closed when not in use.

**Incompatible Materials:** Avoid strong reducing agents, soft metals, heat and acids.

### SECTION 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

**Ventilation and engineering measures:** Forced air, local exhaust, or open air is adequate.

**Respiratory Protection:** Not a respiratory irritant unless dealing with a mist form, then wear appropriate NIOSH respirator.

**Skin Protection:** Wear chemical resistant gloves and chemical resistant garments when handling, wash garments before re-use.

**Eye/Face Protection:** Wear chemical goggles; also wear a face shield if splashing hazard exists.

**Other Protective Equipment:** Eye wash facility and emergency shower should be in close proximity.

**General Hygiene Conditions:** Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Remove and wash contaminated clothing before re-use. Handle in accordance with good industry hygiene and safety practice.

### SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

**Appearance:** Bright orange liquid

**Odor:** Mild chlorine like odor

**pH:** 12.0-13.0 (1:100)

**Melting/Freezing point:** < -1°C / 30°F

**Initial boiling point and boiling range:** No information available

**Flash Point:** Not applicable

**Flammability (solid, gas):** Non flammable

**Specific gravity:** 1.3 - 1.35 g/mL

**Solubility in water:** Complete

**Decomposition temperature:** No information available.

**Viscosity:** 15-25 cSt at 20°C / 68°F

### SECTION 10 - STABILITY AND REACTIVITY

**Reactivity:** Reactive with oxidizing agents, reducing agents, organic materials, metals, acids and alkalis.

**Chemical Stability:** Stable for up to 1 year when stored under normal conditions.

**Possibility of Hazardous Reactions:** May react with incompatible materials

**Conditions to Avoid:** Avoid contact with strong acids and oxidizers. Incompatible materials and cold temperatures.

**Incompatible Materials:** Avoid strong reducing agents, soft metals, heat and acids.

**Hazardous Decomposition Products:** Nitrogen oxides, bromine and hydrobromic acid vapors.

# SAFETY DATA SHEET

## SECTION 11 - TOXICOLOGICAL INFORMATION

### Informaiton on likely routes of exposure:

Routes of entry - inhalation: YES

Routes of entry - skin & eye: YES

Routes of entry - ingestion: YES

Routes of entry - skin absorpton: NO

### Potential Health Effects:

#### **Signs and symptoms of short term (acute) exposure:**

**Inhalation:** May cause irritation to respiratory system in mist/vapor form.

**Ingestion:** Corrosive! Swallowing causes severe burns of mouth, throat, and stomach. Severe scarring of tissue, corrosion, permanent tissue destruction and death may result. Symptoms may include severe pain, nausea, vomiting, diarrhea, shock, hemorrhaging and/or fall in blood pressure. Damage may appear days after exposure.

**Skin:** Corrosive! Contact with skin causes irritation or severe burns and scarring with greater exposures.

**Eye:** Corrosive! Causes irritation of eyes, and with greater exposures it can cause burns that may result in permanent impairment of vision, even blindness.

### Potential Chronic Health Effects:

**Mutagenicity:** May have mutagenic and tumorigenic effects with long term exposure.

**Carcinogenicity:** Not expected to be a carcinogen or tumorigen.

**Reproductive effects:** May cause reproductive effects.

**Sensitization to material:** Not a known sensitizer in humans or animals.

**Specific target organ effects:** No information available

**Medical conditions aggravated by overexposure:** No information available

**Toxicological data:** The calculated ATE values for this mixture are:

ATE oral = > 5000 mg/kg

ATE dermal = > 2000 mg/kg

ATE inhalation (mist) = 2.85 mg/L

## SECTION 12 - ECOLOGICAL INFORMATION

**Ecotoxicity:** May be harmful to aquatic life.

**Persistence and degradability:** No information available.

**Bioaccumulation potential:** No information available.

**Mobility in soil:** No information available.

## SECTION 13 - DISPOSAL CONSIDERATIONS

**Handling for disposal:** Do not contaminate water, food, or feed by storage and/or disposal. When handling refer to protective measures listed in sections 7 and 8. Empty residue from containers, rinse container well.

**Method of disposal:** Dispose of in accordance with all applicable federal, state, provincial and local regulations. Contact your local, state, provincial or federal environmental agency for specific rules.

**RCRA:** If product becomes a waste, it does meet the criteria of a hazardous waste as defined by the US EPA, because of: Corrosivity D002

## SECTION 14 - TRANSPORTATION INFORMATION

Certain shipping modes or package sizes may have exceptions from the transport regulations. The classification provided may not reflect those exceptions and may not apply to all shipping modes or package sizes.

Please note the GHS and DOT Standarts are NOT identical and therefore can have varying classifications

### **US 49 CFR/DOT/IATA/IMDG Information:**

UN No.: 1760

UN Proper Shipping Name: Corrosive Liquid, n.o.s. (bromide salts)

Transportation hazard class(es): 8

Enviro Tech Chemical Services, Inc. 500 Winmoore Way Modesto, CA 95358

**SAFETY DATA SHEET**

Packing Group: III

Environmental hazards: Not a Marine Pollutant

**SECTION 15 - REGULATORY INFORMATION**

FIFRA Classification/Typical Hazard Labeling, as outlined in EPA Label Review Manual

## Hazard Data

Signal Word	DANGER
Acute Toxicity, oral	Not Classified (NC)
Acute Toxicity, dermal	Not Classified (NC)
Acute Toxicity, inhalation	Not classified (NC)
Skin irritation/corrosion	Category I: Corrosive. Causes skin burns
Serious eye damage	Category I: Corrosive, Causes irreversible eye damage
Sensitization	Not Classified (NC)
Environmental (aquatic) toxicity	This pesticide is toxic to fish and other aquatic organisms.

**US Federal Information:**

TSCA information: All components are listed on the TSCA inventory.

US CERCLA reportable quantity (RQ): Non Regulated Material.

SARA Title III: Acute Health Hazard

**SECTION 16 - OTHER INFORMATION****Legend:**

SARA: The Superfund Amendments and Reauthorization Act

RCRA: Resource Conservation and Recovery Act

TSCA: Toxic Substances Control Act

CFR: Code of Federal Regulations

DOT: Department of Transportation

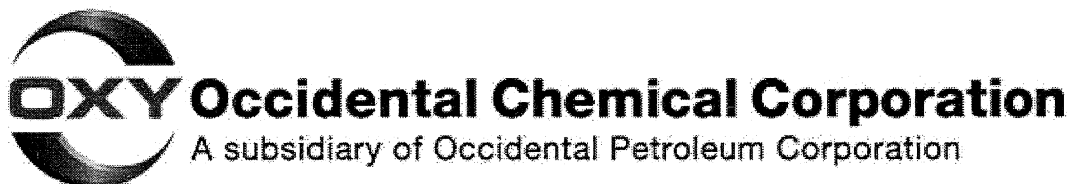
ATE: Acute Toxicity Estimate

Preparation date: 6/09/2014



# SAFETY DATA SHEET

M7745 - ANSI - EN



## SODIUM HYPOCHLORITE (EPA)

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

---

### SECTION 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

---

**Company Identification:** Occidental Chemical Corporation  
5005 LBJ Freeway  
P.O. Box 809050  
Dallas, TX 75380-9050  
1-800-752-5151

**24 Hour Emergency Telephone Number:** 1-800-733-3665 or 1-972-404-3228 (USA); CANUTEC (Canada): 1-613-996-6666; CHEMTREC (within USA and Canada): 1-800-424-9300; CHEMTREC (outside USA and Canada): +1 703-527-3887; CHEMTREC Contract No: CCN16186

**To Request an SDS:** MSDS@oxy.com or 1-972-404-3245

**Customer Service:** 1-800-752-5151 or 1-972-404-3700

**Product Identifier:** **SODIUM HYPOCHLORITE (EPA)**

**Synonyms:** Chlorine bleach, Soda bleach

**Product Use:** Bleaching agent, Chemical Intermediate, Water treatment (chlorination)

**Uses Advised Against:** None identified

**Note:** Sodium Hypochlorite (EPA) is a registered antimicrobial pesticide: EPA Registration Number 935-20007.

---

### SECTION 2. HAZARDS IDENTIFICATION

---

## SODIUM HYPOCHLORITE (EPA)

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**OSHA REGULATORY STATUS:** This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

\*\*\*\*\*

### EMERGENCY OVERVIEW:

**Color:** Colorless to yellow  
**Physical State:** Liquid  
**Appearance:** Clear  
**Odor:** Characteristic bleach odor

**Signal Word:** **DANGER**

**MAJOR HEALTH HAZARDS:** CORROSIVE. CAUSES SERIOUS EYE DAMAGE. CAUSES SEVERE SKIN BURNS. CAUSES DAMAGE TO RESPIRATORY SYSTEM WHEN INHALED. TOXIC IF SWALLOWED. MAY CAUSE DAMAGE TO GASTROINTESTINAL TRACT WHEN SWALLOWED.

**PHYSICAL HAZARDS:** CORROSIVE TO METALS.

**AQUATIC TOXICITY:** Toxic to fish and aquatic organisms.

**PRECAUTIONARY STATEMENTS:** Do not breathe mist, vapors, or spray. Do not taste or swallow. Avoid contact with skin, eyes and clothing. Wash thoroughly after handling. Wear protective gloves, protective clothing, eye, and face protection. Do not eat, drink or smoke when using this product. Keep only in original container. Avoid release to the environment. Store in a secure manner. Store in corrosive resistant container with a resistant inner liner.

\*\*\*\*\*

### GHS CLASSIFICATION:

GHS: PHYSICAL HAZARDS:	Corrosive to Metals
GHS: CONTACT HAZARD - SKIN:	Category 1C - Causes severe skin burns and eye damage.
GHS: CONTACT HAZARD - EYE:	Category 1 - Causes serious eye damage
GHS: TARGET ORGAN TOXICITY (SINGLE EXPOSURE):	Category 1 - Causes damage to: Respiratory System
GHS: CARCINOGENICITY:	Not classified as a carcinogen per GHS criteria. This product is not classified as a carcinogen by NTP, IARC, or OSHA.

**UNKNOWN ACUTE TOXICITY:** Listed below.

**Unknown Acute Dermal Toxicity:**

100% of this product consists of ingredient(s) of unknown acute dermal toxicity.

**Unknown Acute Inhalation Toxicity:**

100% of this product consists of ingredient(s) of unknown acute inhalation toxicity.

**GHS SYMBOL:** Corrosion, Health hazards

## SODIUM HYPOCHLORITE (EPA)

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

---



**GHS SIGNAL WORD: DANGER**

### GHS HAZARD STATEMENTS:

#### GHS - Physical Hazard Statement(s)

- May be corrosive to metals

#### GHS - Health Hazard Statement(s)

- Causes severe skin burns and eye damage
- Causes serious eye damage
- Causes damage to organs (Respiratory System)

#### GHS - Precautionary Statement(s) - Prevention

- Do not breathe mist, vapors, or spray
- Wear protective gloves, protective clothing, eye, and face protection
- Wash thoroughly after handling
- Do not eat, drink or smoke when using this product
- Keep only in original container

#### GHS - Precautionary Statement(s) - Response

- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- IF ON SKIN (or hair): Remove/Take off Immediately all contaminated clothing. Rinse SKIN with water/shower
- IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
- IF INHALED: Remove person to fresh air and keep comfortable for breathing
- Immediately call a POISON CENTER or doctor/physician
- Specific treatment (see First Aid information on product label and/or Section 4 of the SDS)
- Wash contaminated clothing before reuse
- IF exposed: Call a POISON CENTER or doctor/physician
- Absorb spillage to prevent material damage

#### GHS - Precautionary Statement(s) - Storage

- Store in a secure manner
- Store in corrosive resistant container with a resistant inner liner

#### GHS - Precautionary Statement(s) - Disposal

- Dispose of contents and container in accordance with applicable local, regional, national, and/or international regulations

#### Hazards Not Otherwise Classified (HNOC)

Contact with acids liberates toxic gas

**See Section 11: TOXICOLOGICAL INFORMATION**

---

**SODIUM HYPOCHLORITE (EPA)**

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS****Synonyms:** Chlorine bleach, Soda bleach

Contains Sodium hypochlorite, Sodium Hydroxide

Component	Percent [%]	CAS Number
Water	70-76	7732-18-5
Sodium hypochlorite	12.5-15	7681-52-9
Sodium Chloride	11-14.5	7647-14-5
Sodium Hydroxide	0.5-1.5	1310-73-2

**SECTION 4. FIRST AID MEASURES**

**INHALATION:** If inhalation of mists, vapors, or spray occurs and adverse effects result, remove to uncontaminated area. Evaluate ABC's (is Airway constricted, is Breathing occurring, and is blood Circulating) and treat symptomatically. GET MEDICAL ATTENTION IMMEDIATELY. There is no specific antidote, treat symptomatically.

**SKIN CONTACT:** Immediately flush contaminated areas with water. Remove contaminated clothing, jewelry, and shoes immediately. Wash contaminated areas with large amounts of water. GET MEDICAL ATTENTION IMMEDIATELY. Thoroughly clean and dry contaminated clothing before reuse. Discard contaminated leather goods.

**EYE CONTACT:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately contact a physician. Immediate and thorough decontamination of the eye is essential followed by ophthalmological assessment. Follow protocol for corrosive injury.

**INGESTION:** If swallowed, DO NOT INDUCE VOMITING. Give large amounts of water. If vomiting occurs spontaneously, keep airway clear. Give more water when vomiting stops. Never give anything by mouth to an unconscious or convulsive person. GET MEDICAL ATTENTION IMMEDIATELY.

**Most Important Symptoms/Effects (Acute and Delayed):** .:

**Acute Symptoms/Effects:** Listed below.

**Inhalation (Breathing):** Respiratory System Effects: Inhalation exposure may cause irritation, redness of upper and lower airways, coughing, laryngeospasm and edema, shortness of breath, bronchoconstriction, and possible pulmonary edema. The pulmonary edema may develop several hours after a severe acute exposure.

**Skin:** Skin Corrosion. Skin exposure to gas or liquid may cause redness, irritation, burning sensation, swelling, blister formation, first, second, or third degree burns.

**Eye:** Serious Eye Damage. Exposure to eyes may cause irritation and burns to the eye lids, conjunctivitis, corneal edema, and corneal burn. Significant and prolonged contact may cause damage to the internal contents of the eye.

**Ingestion (Swallowing):** Gastrointestinal System Effects: Exposure by ingestion may cause irritation, swelling, and perforation of upper and lower gastrointestinal tissues. Permanent scarring may occur.

**Delayed Symptoms/Effects:**

- Repeated and prolonged skin contact may cause a dermatitis

**SODIUM HYPOCHLORITE (EPA)**

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**Interaction with Other Chemicals Which Enhance Toxicity:** Mixing with ammonia, acids, detergents, or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucus membranes.

**Medical Conditions Aggravated by Exposure:** May aggravate preexisting conditions such as: Eye disorders that decrease tear production or have reduced integrity. Skin disorders that compromise the integrity of the skin. Respiratory conditions including asthma and other breathing disorders.

**Protection of First-Aiders:** Protect yourself by avoiding contact with this material. Avoid contact with skin and eyes. Do not breathe vapors or spray mist. Do not ingest. Use personal protective equipment. Refer to Section 8 for specific personal protective equipment recommendations. At minimum, treating personnel should utilize PPE sufficient for prevention of bloodborne pathogen transmission.

**Notes to Physician:** Treat as a corrosive due to the pH of this material. For prolonged exposures and significant exposures, consider delayed injury to exposed tissues. Probable mucosal damage may contraindicate the use of gastric lavage. There is no specific antidote. Treatment is supportive care. Follow normal parameters for airway, breathing, and circulation.

**SECTION 5. FIRE-FIGHTING MEASURES**

**Fire Hazard:** May release toxic gases.

**Fire Fighting:** Wear an approved positive-pressure self-contained breathing apparatus operated in pressure demand mode. Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

Component	Immediately Dangerous to Life/ Health (IDLH)
Sodium Hydroxide 1310-73-2	10 mg/m <sup>3</sup> IDLH

**Hazardous Combustion Products:** Hydrogen chloride, Chlorine

**Sensitivity to Mechanical Impact:** Not sensitive.

**Sensitivity to Static Discharge:** Not sensitive.

**Lower Flammability Level (air):** Not flammable

**Upper Flammability Level (air):** Not flammable

**Flash point:** Not flammable

**Auto-ignition Temperature:** Not applicable

**GHS: PHYSICAL HAZARDS:**  
- Corrosive to Metals

## SODIUM HYPOCHLORITE (EPA)

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

---

---

### SECTION 6. ACCIDENTAL RELEASE MEASURES

---

**Personal Precautions:**

Avoid contact with skin, eyes and clothing. Avoid breathing fumes, vapor, mist, or spray. Wear appropriate personal protective equipment recommended in Section 8, Exposure Controls / Personal Protection, of the SDS. Vacate poorly ventilated areas as soon as possible, and do not return until odors have dissipated. Evacuation of surrounding area may be necessary for large spills. Stay upwind and keep out of low areas. Consider evacuation of personnel located downwind. Refer to Section 7, Handling and Storage, for additional precautionary measures.

**Methods and Materials for Containment and Cleaning Up:**

Remove sources of ignition. Stop leak if possible without personal risk. Keep people away from and upwind of spill/leak. Evacuation of surrounding area may be necessary for large spills. Absorb spillage to prevent material damage. Absorb with inorganic absorbents. Liquid material may be removed with a vacuum truck. Shovel dried residue into suitable container. See Section 13, Disposal considerations, for additional information.

**Environmental Precautions:**

Keep out of water supplies and sewers. This material is alkaline and may raise the pH of surface waters with low buffering capacity. Releases should be reported, if required, to appropriate agencies.

---

### SECTION 7. HANDLING AND STORAGE

---

**Precautions for Safe Handling:**

Avoid breathing vapor or mist. Do not get in eyes, on skin, or on clothing. Wash thoroughly after handling. Use only with adequate ventilation. Vacate poorly ventilated areas as soon as possible, and do not return until odors have dissipated.

**Safe Storage Conditions:**

Store and handle in accordance with all current regulations and standards. If possible, store in original container. If not possible, store in a corrosion resistant container with a resistant inner liner and with an adequate relief device. Keep container tightly closed and upright when not in use. Store in a cool, dry area. Store out of direct sunlight. Store in a well-ventilated area. Avoid heat, flames, sparks and other sources of ignition. Do not freeze. Keep separated from incompatible substances (see below or Section 10 of the Safety Data Sheet). Store in a secure manner.

**Incompatibilities/ Materials to Avoid:**

Material is a strong oxidizing agent and should only be mixed with water. Mixing this product with chemicals (e.g. ammonia compounds, acids, detergents) or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucous membranes. Other materials to avoid include: most metals, peroxides, reducing agents, oxidizing agents

**GHS: PHYSICAL HAZARDS:**

- Corrosive to Metals

---

### SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

---

**SODIUM HYPOCHLORITE (EPA)**

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**Regulatory Exposure Limit(s):** As listed below.

Component	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PEL Ceiling
Sodium Hydroxide 1310-73-2	2 mg/m <sup>3</sup>	-----	-----

**OEL: Occupational Exposure Limit; OSHA: United States Occupational Safety and Health Administration; PEL: Permissible Exposure Limit; TWA: Time Weighted Average; STEL: Short Term Exposure Limit**

**NON-REGULATORY EXPOSURE LIMIT(S):** As listed below.

Component	ACGIH TWA	ACGIH STEL	ACGIH Ceiling	OSHA TWA (Vacated)	OSHA STEL (Vacated)	OSHA Ceiling (Vacated)
Sodium Hydroxide	-----	-----	2 mg/m <sup>3</sup>	-----	-----	2 mg/m <sup>3</sup>

- *The Non-Regulatory United States Occupational Safety and Health Administration (OSHA) limits, if shown, are the Vacated 1989 PEL's (vacated by 58 FR 35338, June 30, 1993).*

- The American Conference of Governmental Industrial Hygienists (ACGIH) is a voluntary organization of professional industrial hygiene personnel in government or educational institutions in the United States. The ACGIH develops and publishes recommended occupational exposure limits each year called Threshold Limit Values (TLVs) for hundreds of chemicals, physical agents, and biological exposure indices.

Component	OXY REL 8 hr TWA	OXY REL STEL	OXY REL Ceiling
Sodium hypochlorite 7681-52-9 ( 12.5-15 )		2 mg/m <sup>3</sup>	-----
Sodium Chloride 7647-14-5 ( 11-14.5 )	-----	-----	-----

**ENGINEERING CONTROLS:** Use closed systems when possible. Provide local exhaust ventilation where vapor or mist may be generated. Ensure compliance with applicable exposure limits.

**PERSONAL PROTECTIVE EQUIPMENT:**

**Eye Protection:** Wear splash resistant safety goggles with a face-shield. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

**Skin and Body Protection:** Wear chemical resistant clothing and rubber boots when potential for contact with the material exists. Contaminated clothing should be removed, then discarded or laundered.

**Hand Protection:** Wear appropriate chemical resistant gloves. Consult a glove supplier for assistance in selecting an appropriate chemical resistant glove.

**Protective Material Types:**

Natural rubber, Neoprene, Nitrile, Polyvinyl chloride (PVC)

**SODIUM HYPOCHLORITE (EPA)**

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**Respiratory Protection:** A NIOSH approved respirator with N95 (dust, fume, mist) cartridges may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits, or when symptoms have been observed that are indicative of overexposure. Acid gas cartridges may be required if decomposition products are present. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

Component	Immediately Dangerous to Life/ Health (IDLH)
Sodium Hydroxide 1310-73-2	10 mg/m <sup>3</sup> IDLH

**SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES**

<b>Physical State:</b>	Liquid
<b>Appearance:</b>	Clear
<b>Color:</b>	Colorless to yellow
<b>Odor:</b>	Characteristic bleach odor
<b>Odor Threshold [ppm]:</b>	0.3 ppm (0.9 mg/m <sup>3</sup> ).
<b>Decomposition Temperature:</b>	230 °F (110 °C)
<b>Boiling Point/Range:</b>	230 °F (110 °C)
<b>Freezing Point/Range:</b>	-3 to -14 °F (-19.4 to -25.6 °C).
<b>Melting Point/Range:</b>	Not applicable to liquids
<b>Vapor Pressure:</b>	No data available
<b>Vapor Density (air=1):</b>	No data available
<b>Relative Density/Specific Gravity (water=1):</b>	1.22
<b>Density:</b>	9.9 - 10.5 lb/gal
<b>Water Solubility:</b>	100%
<b>pH:</b>	12
<b>Volatility:</b>	No data available
<b>Evaporation Rate (ether=1):</b>	No data available
<b>Partition Coefficient (n-octanol/water):</b>	No data available
<b>Flash point:</b>	Not flammable
<b>Flammability (solid, gas):</b>	Not applicable
<b>Lower Flammability Level (air):</b>	Not flammable
<b>Upper Flammability Level (air):</b>	Not flammable
<b>Auto-ignition Temperature:</b>	Not applicable
<b>Viscosity:</b>	No data available

**SECTION 10. STABILITY AND REACTIVITY**

**Reactivity:** May decompose upon heating and exposure to sunlight.

**Chemical Stability:** Stable at normal temperatures and pressures.



**SODIUM HYPOCHLORITE (EPA)**

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**Possibility of Hazardous Reactions:** No data available.**Conditions to Avoid:** Avoid heat, flames, sparks and other sources of ignition. Direct sunlight.**Incompatibilities/ Materials to Avoid:** Material is a strong oxidizing agent and should only be mixed with water. Mixing this product with chemicals (e.g. ammonia compounds, acids, detergents) or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucous membranes. Other materials to avoid include: most metals, peroxides, reducing agents, oxidizing agents.**Hazardous Decomposition Products:** hydrogen chloride, Chlorine, oxygen**Hazardous Polymerization:** Will not occur.**SECTION 11. TOXICOLOGICAL INFORMATION****TOXICITY DATA:****PRODUCT TOXICITY DATA: SODIUM HYPOCHLORITE (EPA)**

<b>LD50 Oral:</b> 8910 mg/kg (Rat)	<b>LD50 Dermal:</b> No data available	<b>LC50 Inhalation:</b> No data available
---------------------------------------	--	--

**COMPONENT TOXICITY DATA:****Note:** The component toxicity data is populated by the LOLI database and may differ from the product toxicity data given.

<b>Component</b>	<b>LD50 Oral:</b>	<b>LD50 Dermal:</b>	<b>LC50 Inhalation:</b>
Sodium hypochlorite 7681-52-9 (12.5-15 %)	8200 mg/kg (Rat)	10000 mg/kg (Rabbit)	Not listed
Sodium Chloride 7647-14-5 (11-14.5 %)	3000 mg/kg (Rat)	Not listed	42 g/m <sup>3</sup> (1 hr-Rat)
Sodium Hydroxide 1310-73-2 (0.5-1.5 %)	140-3400 mg/kg	1350 mg/kg (Rabbit)	Not listed

\*\*\*\*\*

**POTENTIAL HEALTH EFFECTS:**

- Eye contact:** Causes serious eye damage. Eye exposures may cause burns to the eye lids, conjunctivitis, corneal edema, and corneal burn.
- Skin contact:** Skin contact may be irritating and corrosive. Can cause skin burns.
- Inhalation:** Inhalation may cause coughing, choking, irritation (possibly severe), chemical burns, shortness of breath, and pulmonary edema. Pulmonary edema may develop several hours after a severe acute exposure.

# SODIUM HYPOCHLORITE (EPA)

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**Ingestion:** Not a likely route of exposure in occupational settings. If swallowed, may cause irritation, swelling, pain, and perforation of upper and lower gastrointestinal tissues. Permanent scarring may occur.

**Chronic Effects:** Repeated or prolonged skin contact may result in dermatitis.

## SIGNS AND SYMPTOMS OF EXPOSURE:

Listed below.

**Inhalation (Breathing):** Respiratory System Effects: Inhalation exposure may cause irritation, redness of upper and lower airways, coughing, laryngeospasm and edema, shortness of breath, bronchoconstriction, and possible pulmonary edema. The pulmonary edema may develop several hours after a severe acute exposure.

**Skin:** Skin Corrosion. Skin exposure to gas or liquid may cause redness, irritation, burning sensation, swelling, blister formation, first, second, or third degree burns.

**Eye:** Serious Eye Damage. Exposure to eyes may cause irritation and burns to the eye lids, conjunctivitis, corneal edema, and corneal burn. Significant and prolonged contact may cause damage to the internal contents of the eye.

**Ingestion (Swallowing):** Gastrointestinal System Effects: Exposure by ingestion may cause irritation, swelling, and perforation of upper and lower gastrointestinal tissues. Permanent scarring may occur.

## TOXICITY:

Carefully controlled sensitization studies on animal have not resulted in any reproducible positive findings. Standard sensitization patch tests in healthy human volunteers show no potential to induce contact sensitization. In tests using rats and mice, there was no evidence of carcinogenicity.

**Interaction with Other Chemicals Which Enhance Toxicity:** Mixing with ammonia, acids, detergents, or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucus membranes.

\*\*\*\*\*

## GHS HEALTH HAZARDS:

Listed below.

**GHS: CONTACT HAZARD - EYE:** Category 1 - Causes serious eye damage

**GHS: CONTACT HAZARD - SKIN:** Category 1C - Causes severe skin burns and eye damage.

**Skin Absorbent / Dermal Route?** No.

## GHS: CARCINOGENICITY:

Not classified as a carcinogen per GHS criteria. This product is not classified as a carcinogen by NTP, IARC, or OSHA.

## SPECIFIC TARGET ORGAN TOXICITY (Single Exposure):

Category 1 - Respiratory system

## MUTAGENIC DATA:

Not classified as a mutagen per GHS criteria. Sodium hypochlorite has tested positive in in vitro test systems and negative in in vivo test systems. These results are consistent with other germicides.

**SODIUM HYPOCHLORITE (EPA)**

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**SECTION 12. ECOLOGICAL INFORMATION****ECOTOXICITY DATA:****Aquatic Toxicity:**

Data provided are for sodium hypochlorite.

<b>Component</b>	<b>Freshwater Fish</b>	<b>Invertebrate Toxicity:</b>	<b>Algae Toxicity:</b>	<b>Other Toxicity:</b>
Sodium hypochlorite 7681-52-9 ( 12.5-15 )	- LC50 clupea harengus 0.033 - 0.097 mg/l/96 hr, flow through bioassay (pH: 8) - LC50 cymatogaster aggregata 0.045 - 0.098 mg/l/96 hr, flow through bioassay (pH: 8) - LC50 gasterosteus aculeatus 0.141 - 0.193 mg/l/96 hr, flow through bioassay (pH: 8) - LC50 oncorhynchus gorbuscha 0.023 - 0.052 mg/l/96 hr, flow through bioassay (pH: 8) - LC50 oncorhynchus kisutch 0.026 - 0.038 mg/l/96 hr, flow through bioassay (pH: 8) - LC50 parophrys vetulus 0.044 - 0.144 mg/l/96 hr, flow through bioassay (pH: 8) - LC50 pimephales promelas 0.22 - 0.62 mg/l/96 hr, flow through bioassay (pH: 7)	- EC50 ceriodaphnia sp. 0.006 mg/l/24 hr - EC50 daphnia magna 0.07 - 0.7 mg/l/24 hr - EC50 daphnia magna 2.1 mg/l/96 hr - EC50 gammarus fasciatus 4 mg/l/96 hr - EC50 nitocra spinipes 40 mg/l/96 hr - EC50 palaemonetes pugio 52 mg/l/96 hr	- ErC50 dunaliella sp. 0.6 mg/l/24 hr - ErC50 dunaliella tertiolecta 0.11 mg/l/24 hr -ErC50 skeletonema costatum 0.095 mg/l/24 hr	

**FATE AND TRANSPORT:****BIODEGRADATION:** This material is inorganic and not subject to biodegradation.**PERSISTENCE:** This material is believed not to persist in the environment.

## SODIUM HYPOCHLORITE (EPA)

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

---

**BIOCONCENTRATION:** This material is not expected to bioconcentrate in organisms.

---

### SECTION 13. DISPOSAL CONSIDERATIONS

---

**Waste from material:**

Reuse or reprocess, if possible. May be subject to disposal regulations. Dispose of in accordance with federal, state and local regulations.

**Container Management:**

See product label for container disposal information. Dispose of container in accordance with applicable local, regional, national, and/or international regulations. Container rinsate must be disposed of in compliance with applicable regulations.

---

### SECTION 14. TRANSPORT INFORMATION

---

#### LAND TRANSPORT

**U.S. DOT 49 CFR 172.101:**

**UN NUMBER:** UN1791  
**PROPER SHIPPING NAME:** Hypochlorite solutions (SODIUM HYPOCHLORITE)  
**HAZARD CLASS/ DIVISION:** 8  
**PACKING GROUP:** III  
**LABELING REQUIREMENTS:** 8

**MARINE POLLUTANT:** Marine Pollutant (Sodium Hypochlorite)  
**RQ (lbs):** RQ 100 Lbs. (Sodium hypochlorite)

**CANADIAN TRANSPORTATION OF DANGEROUS GOODS:**

**UN NUMBER:** UN1791  
**SHIPPING NAME:** Hypochlorite Solution (Sodium Hypochlorite)  
**CLASS OR DIVISION:** 8  
**PACKING/RISK GROUP:** III  
**LABELING REQUIREMENTS:** 8  
**CAN. MARINE POLLUTANT:** Marine Pollutant (Sodium Hypochlorite)

**MARITIME TRANSPORT (IMO / IMDG) :**

**UN NUMBER:** UN1791  
**PROPER SHIPPING NAME:** Hypochlorite solutions (SODIUM HYPOCHLORITE)  
**HAZARD CLASS / DIVISION:** 8  
**Packing Group:** III  
**LABELING REQUIREMENTS:** 8  
**MARINE POLLUTANT:** Marine Pollutant (Sodium Hypochlorite)

---

**SODIUM HYPOCHLORITE (EPA)**

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**SECTION 15. REGULATORY INFORMATION****U.S. REGULATIONS****OSHA REGULATORY STATUS:**

This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)

**CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):**

If a release is reportable under CERCLA section 103, notify the state emergency response commission and local emergency planning committee. In addition, notify the National Response Center at (800) 424-8802 or (202) 426-2675.

Component	CERCLA Reportable Quantities:
Sodium hypochlorite	100 lb (final RQ)
Sodium Hydroxide	1000 lb (final RQ)

**SARA EHS Chemical (40 CFR 355.30)**

Not regulated

**EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.10):**

Acute Health Hazard

**EPCRA SECTION 313 (40 CFR 372.65):**

Not regulated

**OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119):**

Not regulated

**FIFRA REGULATIONS:** Registered pesticide under 40 CFR 152.10, Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)

**SODIUM HYPOCHLORITE (EPA)**

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

**FIFRA LABELING REQUIREMENTS:** - This chemical is a pesticide product registered by the United States Environmental Protection Agency (EPA) and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

- FIFRA Signal Word - DANGER
- Corrosive
- May cause burns to eyes, skin, and mucus membranes
- Causes eye damage
- This pesticide is toxic to fish and aquatic organisms
- STRONG OXIDIZING AGENT
- Mix only with water according to label directions
- Mixing this product with chemicals (e.g. ammonia, acids, detergents, etc.) or organic matter (e.g. urine, feces, etc.) will release chlorine gas, which is irritating to eyes, lungs, and mucus membranes

**FDA:** This product is not produced under all current Good Manufacturing Practices (cGMP) requirements as defined by the Food and Drug Administration (FDA).

**NATIONAL INVENTORY STATUS**

Component	<u>U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):</u>
Sodium hypochlorite 7681-52-9 (12.5-15 %)	Listed
Sodium Chloride 7647-14-5 (11-14.5 %)	Listed
Sodium Hydroxide 1310-73-2 (0.5-1.5 %)	Listed

**TSCA 12(b):** This product is not subject to export notification.

**Canadian Chemical Inventory:** All components of this product are listed on either the DSL or the NDSL.

**STATE REGULATIONS**

Component	California Proposition 65 Cancer WARNING:	California Proposition 65 CRT List - Male reproductive toxin:	California Proposition 65 CRT List - Female reproductive toxin:	Massachusetts Right to Know Hazardous Substance List	New Jersey Right to Know Hazardous Substance List	New Jersey Special Health Hazards Substance List
Sodium hypochlorite 7681-52-9	Not Listed	Not Listed	Not Listed	Listed	1707	Not Listed
Sodium Chloride 7647-14-5	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Hydroxide 1310-73-2	Not Listed	Not Listed	Not Listed	Listed	1706	Corrosive

Component	New Jersey - Environmental Hazardous Substance List	Pennsylvania Right to Know Hazardous Substance List	Pennsylvania Right to Know Special Hazardous Substances	Pennsylvania Right to Know Environmental Hazard List	Rhode Island Right to Know Hazardous Substance List

**SODIUM HYPOCHLORITE (EPA)**

SDS No.: M7745

SDS Revision Date: 01-Apr-2016

<b>Sodium hypochlorite</b> 7681-52-9	Not Listed	Listed	Not Listed	Present	Not Listed
<b>Sodium Chloride</b> 7647-14-5	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
<b>Sodium Hydroxide</b> 1310-73-2	Not Listed	Listed	Not Listed	Present	Listed

**CANADIAN REGULATIONS**

• This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations

**WHMIS - Classifications of Substances:**

- E - Corrosive material

**SECTION 16. OTHER INFORMATION**

**Prepared by:** OxyChem Corporate HESS - Product Stewardship

**Rev. Date:** 01-Apr-2016

**Reason for Revision:**

- Updated Transportation Information: SEE SECTION 14
- Updated First Aid Measures: SEE SECTION 4
- Format change to sections: 2, 5, 8, 11, 12, 15, and 16

**IMPORTANT:**

The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESSED OR IMPLIED, IS MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and OxyChem assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees

M7745 - ANSI - EN

## SODIUM HYPOCHLORITE (EPA)

SDS No.: M7745


SDS Revision Date: 01-Apr-2016

---

---

End of Safety Data Sheet



SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

**SECTION 1: Identification of the substance/mixture and of the company/undertaking**

**1.1 Product identifier**

Trade name : TOLCIDE PS 20 A  
 FIFRA Registration number : 4564-18

**1.2 Relevant identified uses of the substance or mixture and uses advised against**

Uses of the Substance / Mixture : Specific use(s): FIFRA regulated use only., Biocidal product

**1.3 Details of the supplier of the safety data sheet**

Company : Solvay USA Inc.,  
 NOVECARE  
 8 Cedar Brook Drive  
 Cranbury, NJ, 08512-7500, US  
 Telephone number: 800-973-7873

**1.4 Emergency telephone**

FOR EMERGENCIES INVOLVING A SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CONTACT: CHEMTREC 800-424-9300 within the United States and Canada, or 703-527-3887 for international collect calls.

**SECTION 2: Hazards identification**

Although OSHA has not adopted the environmental portion of the GHS regulations, this document may include information on environmental effects.

**2.1 Classification of the substance or mixture**

**HCS 2012 (29 CFR 1910.1200)**

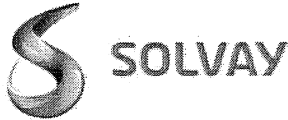
Acute toxicity, Category 3	H331: Toxic if inhaled.
Serious eye damage, Category 1	H318: Causes serious eye damage.
Skin sensitization, Category 1	H317: May cause an allergic skin reaction.
Reproductive toxicity, Category 2	H361: Suspected of damaging fertility or the unborn child.

**2.2 Label elements**

**HCS 2012 (29 CFR 1910.1200)**

Pictogram :



SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

Signal Word : Danger

**Hazard Statements:**

H317 May cause an allergic skin reaction.  
H318 Causes serious eye damage.  
H331 Toxic if inhaled.  
H361 Suspected of damaging fertility or the unborn child.

**Precautionary Statements:**

Prevention

P201 Obtain special instructions before use.  
P202 Do not handle until all safety precautions have been read and understood.  
P261 Avoid breathing dust/ fume/ gas/ mist/ vapors/ spray.  
P271 Use only outdoors or in a well-ventilated area.  
P272 Contaminated work clothing must not be allowed out of the workplace.  
P280 Wear eye protection/ face protection.  
P280 Wear protective gloves.  
P281 Use personal protective equipment as required.

Response

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.  
P304 + P340 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.  
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
P308 + P313 IF exposed or concerned: Get medical advice/ attention.  
P310 Immediately call a POISON CENTER or doctor/ physician.  
P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention.  
P363 Wash contaminated clothing before reuse.

Storage

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.  
P405 Store locked up.

Disposal

P501 Dispose of contents/ container to an approved waste disposal plant.

**2.3 Other hazards which do not result in classification**

H401: Toxic to aquatic life.  
H412: Harmful to aquatic life with long lasting effects.


**SECTION 3: Composition/information on ingredients**

**3.1 Substance**

Not applicable, this product is a mixture.

**3.2 Mixture**

Chemical nature : Aqueous solution

SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

### Hazardous Ingredients and Impurities


Chemical Name	Identification number CAS-No.	Concentration [%]
Tetrakis(Hydroxymethyl) Phosphonium Sulfate	55566-30-8	18 - 22

The specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret.

## SECTION 4: First aid measures

### 4.1 Description of first-aid measures

- General advice : Show this material safety data sheet to the doctor in attendance.  
First responder needs to protect himself.  
Place affected apparel in a sealed bag for subsequent decontamination.  
Plan first aid action before beginning work with this product.  
In the case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).
- If inhaled : Move to fresh air.  
Keep at rest.  
Consult a physician.
- Skin contact : Take off contaminated clothing and shoes immediately.  
Wash off with plenty of water.  
Wash immediately and thoroughly for a prolonged period (at least 15 minutes).  
Get medical attention if irritation develops and persists.
- Eye contact : Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes.  
Get immediate medical advice/ attention.
- Ingestion : Do not induce vomiting without medical advice.  
If victim is conscious:  
Rinse mouth with water.  
Keep at rest.  
Never give anything by mouth to an unconscious person.  
Do not leave the victim unattended.  
Vomiting may occur spontaneously  
Risk of product entering the lungs on vomiting after ingestion.  
Lay victim on side.  
Get immediate medical advice/ attention.

SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

#### **4.2 Most important symptoms and effects, both acute and delayed**

- Symptoms : Lachrymation  
Ingestion may provoke the following symptoms:  
Nausea  
Liver disorders
- Risks : Skin contact may aggravate existing skin disease

#### **4.3 Indication of any immediate medical attention and special treatment needed**

- Notes to physician : All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.
- Treat symptomatically.  
There is no specific antidote available.

---

### **SECTION 5: Firefighting measures**

- Flash point : Not applicable (aqueous liquid).
- Autoignition temperature : no data available
- Flammability / Explosive limit : no data available

#### **5.1 Extinguishing media**


- Suitable extinguishing media : In case of fire, use water/water spray/water jet/carbon dioxide/sand/foam/alcohol resistant foam/chemical powder for extinction.
- Unsuitable extinguishing media : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

#### **5.2 Special hazards arising from the substance or mixture**

- Specific hazards during fire fighting : Harmful or toxic vapors are released.  
Do not allow run-off from fire fighting to enter drains or water courses.  
Under fire conditions:  
Will burn  
(following evaporation of water)  
Hazardous decomposition products  
Phosphorus trihydride (phosphine)  
Oxides of phosphorus  
Sulfur oxides  
Carbon oxides

#### **5.3 Advice for firefighters**

- Special protective equipment for fire-fighters : In the event of fire, wear self-contained breathing apparatus.  
Personal protective equipment comprising: suitable protective gloves, safety

SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

goggles and protective clothing  
 Firefighters should wear NIOSH/MSHA approved self-contained breathing apparatus and full protective clothing.

- Specific fire fighting methods : Standard procedure for chemical fires.
- Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.  
 Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

## SECTION 6: Accidental release measures

### 6.1 Personal precautions, protective equipment and emergency procedures


- Personal precautions, protective equipment and emergency procedures : Do not breathe spray.  
 Avoid contact with the skin and the eyes.  
 Use personal protective equipment.  
 Ensure adequate ventilation.  
 Evacuate personnel to safe areas.

### 6.2 Environmental precautions

- Environmental precautions : Do not allow uncontrolled discharge of product into the environment.  
 Contain the spilled material by diking.  
 Do not flush into surface water or sanitary sewer system.  
 Do not let product enter drains.  
 Spills may be reportable to the National Response Center (800-424-8802) and to state and/or local agencies

### 6.3 Methods and materials for containment and cleaning up

- Recovery : Contain spillage, soak up with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13).  
 Keep in suitable, closed containers for disposal.
- : Never return spills in original containers for re-use.
- Decontamination / cleaning : Wash nonrecoverable remainder with large amounts of water.  
 Recover the cleaning water for subsequent disposal.
- : Decontaminate tools, equipment and personal protective equipment in a segregated area.
- Disposal : Dispose of contents/ container to an approved waste disposal plant.  
 Dispose of in accordance with local regulations.

SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

#### **6.4 Reference to other sections**

Reference to other sections : For personal protection see section 8.

### **SECTION 7: Handling and storage**

#### **7.1 Precautions for safe handling**

Technical measures : Provide adequate ventilation.

Advice on safe handling and usage : Avoid exposure - obtain special instructions before use.  
This product must only be handled by skilled operators.  
Reduce the duration of exposure to the minimum required.

Avoid formation of aerosol.  
Avoid the formation or spread of mists in the atmosphere.  
Handle in accordance with good industrial hygiene and safety practice.  
Use only with adequate ventilation/personal protection.

Do NOT handle without gloves.

Hygiene measures : Personal hygiene is an important work practice exposure control measure and the following general measures should be taken when working with or handling this materials:  
1) Do not store, use, and/or consume foods, beverages, tobacco products, or cosmetics in areas where this material is stored.  
2) Wash hands and face carefully before eating, drinking, using tobacco, applying cosmetics, or using the toilet.  
3) Wash exposed skin promptly to remove accidental splashes or contact with material.

#### **7.2 Conditions for safe storage, including any incompatibilities**

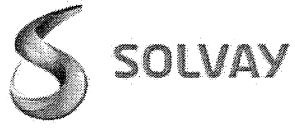
Technical Measures for storage : Prevent unauthorized access.  
Keep container tightly closed in a dry and well-ventilated place.  
Containers which are opened must be carefully resealed and kept upright to prevent leakage.  
Take all necessary measures to avoid accidental discharge of products into drains and waterways due to the rupture of containers or transfer systems.

#### **Storage conditions**

Recommended : Keep in a dry, cool and well-ventilated place.  
Keep container tightly closed.

To be avoided : Keep away from incompatible materials to be indicated by the manufacturer  
Keep away from open flames, hot surfaces and sources of ignition.

Incompatible products : Do not mix with incompatible materials (See list, section 10).

SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

**Packaging Measures**

- Packaging Measures : Polyethylene or polypropylene drums., Stainless steel
- Packaging materials—Recommended : Plastic materials (polyethylene).
- Packaging materials—To be avoided : Ordinary steel.

**Storage stability**

- Storage temperature : no data available
- Other data : No decomposition if stored and applied as directed.

**7.3 Specific end use(s)**

no data available

**SECTION 8: Exposure controls/personal protection**

Introductory Remarks: These recommendations provide general guidance for handling this product. Because specific work environments and material handling practices vary, safety procedures should be developed for each intended application. Assistance with selection, use and maintenance of worker protection equipment is generally available from equipment manufacturers.

**8.1 Control parameters**


**Ingredients with workplace control parameters**

Ingredients	Value type	Value	Basis
Tetrakis(Hydroxymethyl) Phosphonium Sulfate	TWA	2 mg/m3	ACGIH
Central nervous system, 2014 Adoption, Not classifiable as a human carcinogen			

**8.2 Exposure controls**

**Control measures**


- Engineering measures : Where engineering controls are indicated by use conditions or a potential for excessive exposure exists, the following traditional exposure control techniques may be used to effectively minimize employee exposures :
  - Avoid splashes.
  - Effective exhaust ventilation system
  - Facilities and equipment easily cleanable.
  - Separate rooms are required for washing, showering and changing clothes.

SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

**Personal protective equipment**

- Respiratory protection : When respirators are required, select NIOSH/MSHA approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industrial recommendations.
- Use a respirator with an approved filter if a risk assessment indicates this is necessary.
- Hand protection : Glove material: Polyvinyl alcohol or nitrile- butyl-rubber gloves  
Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time.  
Gloves must be inspected prior to use.  
Gloves should be discarded and replaced if there is any indication of degradation or chemical breakthrough.
- Eye protection : Eye and face protection requirements will vary dependent upon work environment conditions and material handling practices. Appropriate ANSI Z87 approved equipment should be selected for the particular use intended for this material.
- Eye contact should be prevented through the use of:
- Safety glasses with side-shields  
In case of contact through splashing:  
Wear face-shield and protective suit.
- Skin and body protection : Wear suitable protective clothing, gloves and eye/face protection.
- Choose body protection according to the amount and concentration of the dangerous substance at the work place.  
Remove and wash contaminated apparel.
- Hygiene measures : Personal hygiene is an important work practice exposure control measure and the following general measures should be taken when working with or handling this materials:
- 1) Do not store, use, and/or consume foods, beverages, tobacco products, or cosmetics in areas where this material is stored.
  - 2) Wash hands and face carefully before eating, drinking, using tobacco, applying cosmetics, or using the toilet.
  - 3) Wash exposed skin promptly to remove accidental splashes or contact with material.
- Protective measures : Always have on hand a first-aid kit, together with proper instructions.  
Ensure that eyewash stations and safety showers are close to the workstation location.  
The protective equipment must be selected in accordance with current local standards and in cooperation with the supplier of the protective equipment.  
Selection of appropriate personal protective equipment should be based on an evaluation of the performance characteristics of the protective equipment relative to the task(s) to be performed, conditions present, duration of use, and the potential hazards, and/or risks that may occur during use.



SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

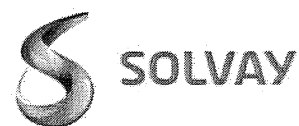
## SECTION 9: Physical and chemical properties

Physical and Chemical properties here represent typical properties of this product. Contact the business area using the Product information phone number in Section 1 for its exact specifications.

### 9.1 Information on basic physical and chemical properties

Appearance	:	Physical state: liquid Color: pale yellow to pale pink
Odor	:	characteristic
Odor Threshold	:	no data available
pH	:	3.0 - 6.0
Freezing point	:	32 °F (0 °C)
Boiling point/boiling range	:	227.3 °F (108.5 °C) ( 759.81 mmHg (1,013.00 hPa))
Flash point	:	Not applicable (aqueous liquid).
Evaporation rate (Butylacetate = 1)	:	no data available
Flammability (solid, gas)	:	no data available
Flammability (liquids)	:	no data available
Flammability / Explosive limit	:	no data available
Autoignition temperature	:	no data available
Vapor pressure	:	no data available
Vapor density	:	no data available
Density	:	1.08 - 1.13 g/cm <sup>3</sup> ( 68 °F (20 °C))
Solubility	:	<u>Water solubility</u> : completely miscible  <u>Solubility in other solvents</u> : not determined
Partition coefficient: n-octanol/water	:	log Pow: -9.8 Structure-activity relationship (SAR), estimated
Thermal decomposition	:	> 320 °F (160 °C)
Viscosity	:	no data available

## SAFETY DATA SHEET

**TOLCIDE PS 20 A**

Revision: 1.00 US ( EN )

Issuing date: 02/24/2015

Explosive properties : no data available

Oxidizing properties : no data available

**9.2 Other information**

Molecular weight : 406.3 g/mol

**SECTION 10: Stability and reactivity****10.1 Reactivity**

Reactivity : Stable at normal ambient temperature and pressure.

**10.2 Chemical stability**

Chemical stability : Stable under recommended storage conditions.

**10.3 Possibility of hazardous reactions**

No decomposition if stored and applied as directed.

Polymerization : Hazardous polymerization does not occur.

**10.4 Conditions to avoid**

Conditions to avoid : No dangerous reaction known under conditions of normal use.

**10.5 Incompatible materials**Materials to avoid : Strong acids  
Strong bases  
Strong oxidizing agents  
Strong reducing agents.**10.6 Hazardous decomposition products**Decomposition products : Oxides of phosphorus  
Sulfur oxides  
Hydrogen  
Carbon monoxide, carbon dioxide and unburned hydrocarbons (smoke).  
PHOSPHINE

**SECTION 11: Toxicological information****11.1 Information on toxicological effects****Acute toxicity**

- Acute oral toxicity : LD50 : 575 mg/kg - Rat , for males and females  
 Unpublished internal reports  
 THPS 75%
- Not classified as harmful if swallowed  
 According to the classification criteria for mixtures.
- Acute inhalation toxicity : LC50 - 4 h ( Dust ) : 0.59 mg/l - Rat , for males and females  
 Published data  
 THPS 75%
- Humans  
 Symptoms: Watering of the eyes
- Harmful by inhalation.  
 According to the classification criteria for mixtures.  
 According to the data on the components
- Acute dermal toxicity : LD50 : > 2,000 mg/kg - Rat , for males and females  
 Unpublished internal reports  
 THPS 75%
- Not classified as harmful by contact with skin  
 According to the classification criteria for mixtures.  
 According to the data on the components
- Acute toxicity (other routes of administration) : no data available

**Skin corrosion/irritation**

- Skin irritation : Rabbit  
 No skin irritation  
 Method: OECD Test Guideline 404  
 Unpublished internal reports  
 THPS 75%

**Serious eye damage/eye irritation**

- Eye irritation : Risk of serious damage to eyes.  
 Method: OECD Test Guideline 405  
 Extremely irritating to rabbits on ocular application.  
 Unpublished internal reports  
 THPS 75%

**Respiratory or skin sensitization**

Sensitization : Magnusson and Kligman method  
 May cause sensitization by skin contact.  
 Unpublished internal reports  
 THPS 75%

**Mutagenicity**

Genotoxicity in vitro : Product is not considered to be genotoxic

Mutagenicity (Salmonella typhimurium - reverse mutation assay)  
 with and without metabolic activation  
 negative  
 Unpublished internal reports  
 THPS 75%

Mutagenicity (in vitro mammalian cytogenetic test)  
 Strain: CHO  
 with and without metabolic activation  
 positive  
 Unpublished internal reports  
 THPS 75%

UDS test  
 Strain: Hepatocyte (primary culture)  
 negative  
 Unpublished internal reports  
 THPS 75%

Mouse lymphoma test / TK  
 with and without metabolic activation  
 positive  
 Unpublished internal reports  
 THPS 75%

Genotoxicity in vivo : Product is not considered to be genotoxic

Rodent dominant Lethal test - Rat  
 negative  
 Unpublished internal reports  
 THPS 75%

In vivo micronucleus test - Mouse  
 negative  
 Unpublished internal reports  
 THPS 75%

**TOLCIDE PS 20 A**

Revision: 1.00 US ( EN )

Issuing date: 02/24/2015

**Carcinogenicity**

Carcinogenicity : Rat Oral exposure  
Animal testing did not show any carcinogenic effects.  
Published data  
THPS 75%

Mouse Oral exposure  
Animal testing did not show any carcinogenic effects.  
Published data  
THPS 75%

This product does not contain any ingredient designated as probable or suspected human carcinogens by:

NTP  
IARC  
OSHA  
ACGIH

**Toxicity for reproduction and development**

Toxicity to reproduction / fertility : Fertility study 2 generations - Rat  
Oral exposure  
no impairment of fertility has been observed  
Unpublished internal reports  
THPS 75%

Developmental Toxicity/Teratogenicity : Rat  
Oral exposure  
NOEL teratogenicity: 30 mg/kg  
NOEL maternal: 15 mg/kg

Unpublished internal reports  
THPS 75%

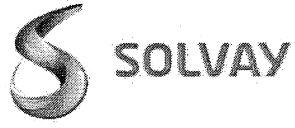
Rabbit  
Oral exposure  
NOEL teratogenicity: 18 mg/kg  
NOEL maternal: 18 mg/kg

Effects on development were observed  
May cause harm to the unborn child.  
Unpublished internal reports  
THPS 75%

**STOT**

STOT-single exposure  
Tetrakis(Hydroxymethyl) Phosphonium Sulfate  
Toxicology Assessment:  
The substance or mixture is not classified as specific target organ toxicant, single exposure.  
internal evaluation

STOT-repeated exposure : Oral exposure 90 Days - Rat , for males and females  
NOEL: 1 mg/kg  
Liver toxicity  
Unpublished internal reports

SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

THPS 75%

**Neurological effects**

Neurological effects : Screening biochemistry test kit for cholinesterase activity inhibition, The product does not induce inhibition, THPS 75%

**Experience with human exposure**

Experience with human exposure : Inhalation : Not classified as irritating to respiratory system.

**Carcinogenicity**

Tetrakis(Hydroxymethyl) Phosphonium Sulfate : The product is not considered to be carcinogenic.

**Teratogenicity**

Tetrakis(Hydroxymethyl) Phosphonium Sulfate : Suspected human reproductive toxicant

**Aspiration toxicity**

Aspiration toxicity : no data available

**SECTION 12: Ecological information**

**12.1 Toxicity**

**Aquatic Compartment**

Acute toxicity to fish : LC50 - 96 h : 119 mg/l - Oncorhynchus mykiss (rainbow trout)  
Unpublished internal reports  
THPS 75%

LC50 - 96 h : 93 mg/l - Lepomis macrochirus (Bluegill sunfish)  
Unpublished internal reports  
THPS 75%

Acute toxicity to daphnia and other aquatic invertebrates. : EC50 - 48 h : 15.1 mg/l - Daphnia magna (Water flea)  
THPS 75%  
Unpublished internal reports

: EC50 - 48 h : 0.4 mg/l - Crustacean: Acartia tonsa  
THPS 75%  
Unpublished internal reports

## SAFETY DATA SHEET

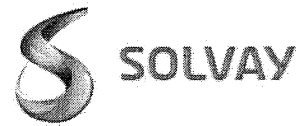


## TOLCIDE PS 20 A

Revision: 1.00 US ( EN )

Issuing date: 02/24/2015

- Toxicity to aquatic plants : EC50 - 96 h : 0.66 mg/l - Pseudokirchneriella subcapitata (microalgae)  
THPS 75%  
Unpublished internal reports
- : EC50 - 96 h : 0.16 mg/l - Skeletonema costatum (marine diatom)  
THPS 75%  
Unpublished internal reports
- : NOEC - 96 h : 0.059 mg/l - Skeletonema costatum (marine diatom)  
THPS 75%  
Unpublished internal reports
- Toxicity to microorganisms : EC50 - 3 h : 24 mg/l - activated sludge  
THPS 75%  
Unpublished internal reports
- Chronic toxicity to fish  
Tetrakis(Hydroxymethyl) Phosphonium Sulfate : NOEC: 0.83 mg/l - 32 Days - Pimephales promelas (fathead minnow)  
flow-through test  
Method: OECD Test Guideline 210  
Harmful to fish with long lasting effects.  
Unpublished internal reports
- Chronic toxicity to daphnia and other aquatic invertebrates.  
Tetrakis(Hydroxymethyl) Phosphonium Sulfate : NOEC: 0.0242 mg/l - 21 Days - Daphnia magna (Water flea)  
semi-static test Method: OECD Test Guideline 202  
Toxic to aquatic invertebrates with long lasting effects.  
Unpublished internal reports
- Sediment compartment**  
Toxicity to benthic organisms  
Tetrakis(Hydroxymethyl) Phosphonium Sulfate : EC50: 619 Exposure duration: 5 Days  
Unpublished internal reports
- Terrestrial Compartment**  
Toxicity to soil dwelling organisms  
Tetrakis(Hydroxymethyl) Phosphonium Sulfate : LC50: 960 mg/kg - 14 Days - Eisenia fetida (earthworms)  
Method: OECD Test Guideline 207
- Toxicity to terrestrial plants  
Tetrakis(Hydroxymethyl) Phosphonium Sulfate : EC50: 102 mg/kg - 14 Days  
Method: OECD Test Guideline 208

**TOLCIDE PS 20 A**

Revision: 1.00 US ( EN )

Issuing date: 02/24/2015

**Ecotoxicity assessment**

## Acute aquatic toxicity

Tetrakis(Hydroxymethyl) Phosphonium : Very toxic to aquatic life.  
Sulfate

## Chronic aquatic toxicity

Tetrakis(Hydroxymethyl) Phosphonium : Toxic to aquatic life with long lasting effects.  
Sulfate

**M-Factor**

Tetrakis(Hydroxymethyl) Phosphonium : Acute aquatic toxicity = 1  
Sulfate ( according to the Globally Harmonized System (GHS) )

**12.2 Persistence and degradability****Biodegradability**

## Biodegradability

Tetrakis(Hydroxymethyl) Phosphonium : Ultimate aerobic biodegradability  
Sulfate Method: Simulation study  
70 % - 21 d  
Readily biodegradable.  
US EPA FIFRA, Subdivision N, § 162-4  
Unpublished internal reports

anaerobic  
Method: Simulation study  
60 % - 30 d  
US EPA FIFRA, Subdivision N, § 162-4  
Unpublished internal reports

**Stability**

## Stability in water

Tetrakis(Hydroxymethyl) Phosphonium : DT50: Half-life value: 131 Days (77 °F (25 °C))  
Sulfate pH: 5.0  
Method: according to a standardized method  
Unpublished internal reports

DT50: Half-life value: 72 Days (77 °F (25 °C))  
pH: 7.0  
Method: according to a standardized method  
Unpublished internal reports

DT50: Half-life value: 7 Days (77 °F (25 °C))  
pH: 9.0  
Method: according to a standardized method  
Unpublished internal reports



**TOLCIDE PS 20 A**

Revision: 1.00 US ( EN )

Issuing date: 02/24/2015

**Photodegradation**

Tetrakis(Hydroxymethyl) Phosphonium Sulfate : Sensitizer: OH  
 Concentration sensitizer in molecule/cm<sup>3</sup>: 1,500,000 1/cm<sup>3</sup>  
 Rate constant in cm<sup>3</sup> / molecule\*s: 2.7E-11 cm<sup>3</sup>/s  
 Half-life indirect photolysis: 0.4 Days  
 Structure-activity relationship (SAR)  
 Published data

**Degradability assessment**

## Degradability assessment

Tetrakis(Hydroxymethyl) Phosphonium Sulfate : The product is considered to be rapidly degradable in the environment

**12.3 Bioaccumulative potential**

no data available

**12.4 Mobility in soil**

## Adsorption potential (Koc)

Tetrakis(Hydroxymethyl) Phosphonium Sulfate : Log Koc: 2.2  
 Moderately mobile in soils  
 Unpublished internal reports

Adsorption/Soil  
 Koc: 153  
 Method: OECD Test Guideline 106  
 THPS 75%  
 Mobile in soils  
 Unpublished internal reports


**12.5 Results of PBT and vPvB assessment**

## Results of PBT and vPvB assessment

Tetrakis(Hydroxymethyl) Phosphonium Sulfate : This substance is not considered to be persistent, bioaccumulating and toxic (PBT)., This substance is not considered to be very persistent and very bioaccumulating (vPvB).

**12.6 Other adverse effects**

no data available

SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

## SECTION 13: Disposal considerations

### 13.1 Waste treatment methods

#### Product Disposal

Advice on Disposal : Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate or otherwise inappropriate. Please be advised that state and local requirements for waste disposal may be more restrictive or otherwise different from federal laws and regulations. Consult state and local regulations regarding the proper disposal of this material.

Waste Code : EPA:  
Hazardous Waste – NO

#### Advice on cleaning and disposal of packaging

Advice : Take preliminary precautions based on the dangerous properties of the product.  
Empty the packaging completely prior to disposal.  
Empty containers should be taken to an approved waste handling site for recycling or disposal.  
The user's attention is drawn to the possible existence of local regulations regarding disposal.

---

## SECTION 14: Transport information

**DOT**  
not regulated


**TDG**  
not regulated

**IMDG**  
not regulated

**IATA**  
not regulated

Note: The above regulatory prescriptions are those valid on the date of publication of this sheet. Given the possible evolution of transportation regulations for hazardous materials, it would be advisable to check their validity with your sales office.

---

SAFETY DATA SHEET		
TOLCIDE PS 20 A		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

## SECTION 15: Regulatory information

### 15.1 Notification status

United States TSCA Inventory	: e (special case) This product is regulated under the United States Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).
Canadian Domestic Substances List (DSL)	: YES (positive listing) All components of this product are on the Canadian DSL.
Australia Inventory of Chemical Substances (AICS)	: YES (positive listing) On the inventory, or in compliance with the inventory
Japan. CSCL - Inventory of Existing and New Chemical Substances	: n (Negative listing) Not in compliance with the inventory
Korea. Korean Existing Chemicals Inventory (KECI)	: n (Negative listing) Not in compliance with the inventory
China. Inventory of Existing Chemical Substances in China (IECSC)	: n (Negative listing) Not in compliance with the inventory

### 15.2 Federal Regulations

#### SARA 311/312 Hazards

Fire Hazard	no
Reactivity Hazard	no
Sudden Release of Pressure Hazard	no
Acute Health Hazard	yes
Chronic Health Hazard	yes


<b>SARA 313</b>	: This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.
<b>SARA 302</b>	: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

#### EPCRA - Emergency Planning and Community Right-to-Know

##### CERCLA Reportable Quantity

Ingredients	CAS-No.	Reportable quantity
Formaldehyde	50-00-0	100 lb
Acrylic Acid	79-10-7	5000 lb

##### SARA 304 Reportable Quantity

SAFETY DATA SHEET		
<b>TOLCIDE PS 20 A</b>		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

Ingredients	CAS-No.	Reportable quantity
Formaldehyde	50-00-0	100 lb

**SARA 302 Reportable Quantity**

Ingredients	CAS-No.	Reportable quantity
Formaldehyde	50-00-0	100 lb

**15.3 State Regulations**

**California Prop 65** : WARNING! This product contains a chemical known in the State of California to cause cancer.  
 Formaldehyde

No Significant Risk Levels (NSRLs) have been established for the following:  
 Formaldehyde  
 Value : 40 micrograms per day

**SECTION 16: Other information**

**NFPA (National Fire Protection Association) - Classification**

Health : 2 moderate  
 Flammability : 0 minimal  
 Instability or Reactivity : 1 slight

**HMIS (Hazardous Materials Identification System (Paint & Coating)) - Classification**


Health : 2 moderate  
 Flammability : 0 minimal  
 Reactivity : 1 slight

**Further information**

Date Prepared : 02/24/2015  
 Further information : Product classified under the US GHS format.

**Key or legend to abbreviations and acronyms used in the safety data sheet**

TWA : 8-hour, time-weighted average  
 ACGIH : American Conference of Governmental Industrial Hygienists  
 OSHA : Occupational Safety and Health Administration  
 WHMIS : Workplace Hazardous Materials Information System  
 NTP : National Toxicology Program  
 IARC : International Agency for Research on Cancer  
 : Solvay Acceptable Exposure Limit  
 NIOSH : National Institute for Occupational Safety and Health  
 NFPA : National Fire Protection Association  
 HMIS : Hazardous Materials Identification System (Paint & Coating)

SAFETY DATA SHEET		
<b>TOLCIDE PS 20 A</b>		
Revision: 1.00 US ( EN )	Issuing date: 02/24/2015	

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information, and belief at the date of its publication. Such information is only given as a guidance to help the user handle, use, process, store, transport, dispose, and release the product in satisfactory safety conditions and is not to be considered as a warranty or quality specification. It should be used in conjunction with technical sheets but do not replace them. Thus, the information only relates to the designated specific product and may not be applicable if such product is used in combination with other materials or in another manufacturing process, unless otherwise specifically indicated. It does not release the user from ensuring he is in conformity with all regulations linked to its activity.



# Safety Data Sheet

ATI 826

## Section 1 Identification

**Trade Name:** ATI 826 **Date Prepared:** 04/27/2016  
**Product Identification:** ATI-826  
**Synonyms:** None **CAS No:** Mixture  
**Product Use Description:**  
Industrial Water Treatment

### Details of the supplier of the safety data sheet

Aquatrol Technologies, Inc.  
P.O. Box 2786 **Phone:** (315) 849-1158  
Syracuse, NY 13220 US

### Emergency telephone number

Infotrac (800) 535-5053 (US & Canada)  
ID#: 100806 (352) 323-3500

## Section 2 Hazards Identification

**GHS Classification:** Acute Toxicity Oral Category 3  
Skin Corrosion/Irritation Category 2  
Serious Eye Damage/Irritation Category 2A  
Reproductive Toxicity Category 2

### GHS Labels:



Irritant



Health Hazard



Toxic

**Signal Word:** Danger

### Hazard Statements:

**H301** Toxic if swallowed  
**H315** Causes skin irritation  
**H319** Causes serious eye irritation  
**H361** Suspected of damaging fertility or the unborn child

### Precautionary Statements:

#### Prevention

**P201** Obtain special instructions before use.  
**P202** Do not handle until all safety precautions have been read and understood.  
**P264** Wash skin thoroughly after handling.  
**P270** Do not eat, drink or smoke when using this product.  
**P280** Wear protective gloves, protective clothing and eye protection or face protection.

#### Response

**P301 + P310** IF SWALLOWED: Immediately call a POISON CENTER or physician.  
**P302 + P352** IF ON SKIN: wash with plenty of soap and water.  
**P305 + P351 + P338** IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

**Trade Name:** ATI 826  
**SDS ID:** SDS00596

**SDS #:** ATI-826  
**Revision #** 1

**Page 1 of 8**  
**Revision Date** 11/17/2015



# Safety Data Sheet

ATI 826

- P308 + P313** IF exposed or concerned: Get medical attention.  
**P330** Rinse mouth.  
**P332 + P313** IF SKIN irritation occurs: Get medical attention.  
**P337 + P313** IF eye irritation persists: Get medical attention.  
**P362 + P364** Take off contaminated clothing and wash before reuse

## Storage

- P405** Store locked up.

## Disposal

- P501** Dispose of contents/container to an approved waste disposal plant.

## Hazards Not Otherwise Classified (HNOC):

None.

## Additional Information:

None.

## Section 3 Composition

Chemical Name	Common Name/Synonym	CAS #	%
sodium tetraborate		12179-04-3	5 - 10
sodium nitrite		7632-00-0	10 - 15
potassium hydroxide		1310-58-3	1 - 5

## Section 4 First Aid

### General:

Move out of dangerous area. Perform first aid measures as indicated. Seek medical attention and show this safety data sheet to attending physician.

### Inhalation:

Move to fresh air and keep at rest in a position comfortable for breathing. If breathing difficulty occurs or persists seek medical attention. If not breathing give artificial respiration and seek immediate medical attention.

### Skin Contact:

Immediately flush exposed skin with water for at least 15 minutes while removing contaminated clothing and/or shoes. Thoroughly wash with soap and water. Seek medical attention if irritation develops or persists.

### Eye Contact:

Immediately flush eyes with water for at least 15 minutes, lifting the upper and lower eyelids intermittently. Check for and remove any contact lenses if easy to do. Seek medical attention if irritation develops or persists.

### Ingestion:

Rinse mouth with water. Do not induce vomiting. Seek immediate medical attention.

### Most important symptoms and effects both acute and delayed:

No information available.

### Indication of any immediate medical attention and special treatment needed:

No information available.

## Section 5 Fire Fighting Measures

### Suitable Extinguishing Media:

Use extinguishing media suitable for surrounding fire or source of fire. Use water spray to cool fire exposed containers.

### Unsuitable Extinguishing Media:

No information available.

### Specific Hazards Developing From the Chemical:

In fire conditions after water loss, combustion may produce oxides of nitrogen and other unidentified chemical compounds.

Trade Name: ATI 826  
SDS ID: SDS00596

SDS #: ATI-826  
Revision # 1

Page 2 of 8  
Revision Date 11/17/2015



# Safety Data Sheet

ATI 826

**Precautions for Firefighters:**

No information available.

**Firefighting Instructions:**

No information available.

**Protection During Firefighting:**

Wear full protective gear and full face pressure demand self-contained breathing apparatus.

**Other Information:**

No additional information available.

## Section 6 Accidental Release Measures

**Personal precautions, protective equipment and emergency procedures:**

Avoid direct contact with skin, eyes and clothing. Avoid inhalation of mist, vapor or dust. Wear appropriate personal protective equipment as outlined in Section 8 of this SDS.

**Environmental Precautions:**

Prevent further leakage or spillage if safe to do so. Contain spilled material and prevent run-off onto ground or into water sources or sewers.

**Methods and material for containment and clean up:**

Absorb on inert material and place in containers for disposal. Dispose of spilled/collected material in accordance with all federal, state and local regulations.

## Section 7 Handling and Storage

**Precautions for Safe Handling:**

Avoid contact with skin and eyes. Avoid inhalation of mist, vapor and dust. Ensure adequate ventilation. Do not eat, drink or smoke while handling. Wear appropriate personal protective equipment as outlined in Section 8 of this SDS.

**Conditions for Safe Storage, including Incompatibilities:**

Store in original container. Keep container tightly closed. Store at room temperature (50-90°F) in a dry well-ventilated area.

## Section 8 Exposure Controls/Personal Protection

**Exposure Limits:**

Ingredient	Data Source	Exposure Form	Exposure Value	Exposure Notes
potassium hydroxide	OSHA PEL		2 mg/m3	
	ACGIH TLV		Not Established	
sodium nitrite	OSHA PEL		Not Established	
	ACGIH TLV	TWA	2 mg/m3	inhalable dust
	CAL/OSHA		5 mg/m3	
sodium tetraborate	OSHA PEL		15 mg/m3	total dust

**Appropriate Engineering Controls:**

Use local and/or general exhaust ventilation to maintain airborne concentrations below irritating levels or exposure limits. An eyewash and safety shower should be available in the work area.

**Individual Protection Measures:**

**Eye/Face Protection:**

Safety glasses or chemical goggles should be worn when handling this material.

**Skin Protection:**

**Hand Protection:**

Wear chemical resistant gloves when handling.

**Other:**

Wear chemical resistant apron when handling.

**Respiratory Protection:**





# Safety Data Sheet

ATI 826

Wear respiratory protection if mist or vapor is produced, while using this material.

## General Hygiene Considerations:

Follow good hygiene and safety practice. Wash hands and exposed skin before breaks and at the end of the work day. Do not eat, drink or smoke while handling this material. Do not wear contaminated or dirty clothing home from the work-site. Launder contaminated or dirty clothing before reuse.

## Additional Information:

No additional information available.

## Section 9 Physical and Chemical Properties

Appearance	Yellow Liquid
Odor	Mild
Odor threshold	Not available.
pH	12
Melting/freezing point	Not available.
Initial boiling point	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Lower flammability limit	Not available.
Upper flammability limit	Not available.
Lower explosive limit	Not available.
Upper explosive limit	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility in water	Complete
PC: n-octanol/water	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Density	Not available.
Specific gravity	1.22

## Section 10 Stability and Reactivity

Reactivity :	Not reactive under normal use conditions.
Chemical Stability :	Material is stable under normal handling and storage conditions.
Hazardous Reactions :	Hazardous polymerization will not occur under normal handling and storage.
Conditions to Avoid :	Avoid excessive heating, freezing and chemical contamination.
Decomposition Products:	No decomposition products are expected under normal storage and handling conditions.
Incompatible Materials:	Avoid contact with oxidizers and strong acids.

## Section 11 Toxicological Information

### Information on the likely routes of exposure:

#### Inhalation:

No information available.

#### Skin Contact:

This material may cause irritation of the skin and may cause burns.

#### Eye Contact:

This material is corrosive to the eyes and can cause irritation and burns.

#### Ingestion:

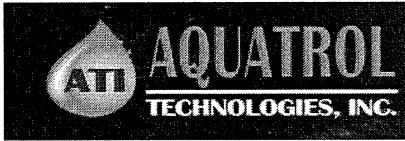
This material may cause irritation and burns upon ingestion.

### Symptoms related to the physical, chemical and toxicological characteristics:

Trade Name: ATI 826  
SDS ID: SDS00596

SDS #: ATI-826  
Revision # 1

Page 4 of 8  
Revision Date 11/17/2015



# Safety Data Sheet

ATI 826

No information available.

**Delayed and chronic effects:**

No information available.

**Numerical measures of toxicity:**

Components	Exposure	Species	Dose	Notes
<b>potassium hydroxide:</b>				
Oral	LD50	Rat	273 mg/kg	
<b>sodium nitrite:</b>				
Oral	LD50	Rat	180 mg/kg	
<b>sodium tetraborate:</b>				
Oral	LD50	Rat	>3200 mg/kg	
Dermal	LD50	Rat	>2000 mg/kg	

**Toxicological Effects:**

**Acute Toxicity:**

Mixture:

No information available.

**Skin Corrosion/Irritation:**

Mixture:

No information available.

**Serious Eye Damage/Irritation:**

Mixture:

No information available.

**Respiratory Sensitization:**

Mixture:

No information available.

**Skin Sensitization:**

Mixture:

No information available.

**Germ Cell Mutagenicity:**

Mixture:

No information available.

**Carcinogenicity:**

Mixture:

This product is considered to be a potential carcinogen by:

NTP: No

OSHA: No

IARC: No

**Reproductive Toxicity:**

Mixture:

This product is not expected to cause reproductive and developmental effects.

**STOT-Single Exposure:**

Mixture:

No information available.

**STOT-Repeated Exposure:**

Mixture:

No information available.

**Aspiration Hazard:**

Mixture:

This product is not an aspiration hazard.

**Additional Information:**

None.

## Section 12 Ecological Information

**Ecotoxicity:**

No information available.

**Numerical Measures of Ecotoxicity:**

Components	Type	Species	Dose	Notes
<b>potassium hydroxide:</b>				

Trade Name: ATI 826

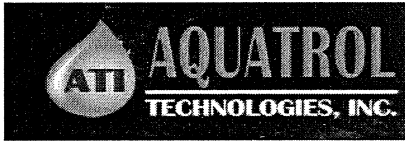
SDS #: ATI-826

Page 5 of 8

SDS ID: SDS00596

Revision # 1

Revision Date 11/17/2015



# Safety Data Sheet

ATI 826

Fish	LC50	Mosquito Fish	80 mg/l	24 hr static
<b>sodium nitrite:</b>				
Fish	LC50	Salmo gairdneri	>0.54 mg/l	96 hr
Invertebrate	EC50	Daphnia magna	15.4 mg/l	48 hr
Algae	EC50	Scenedesmus subspicatus	>100 mg/l	72 hr
<b>sodium tetraborate:</b>				
Fish	LC50	Rainbow Trout	150 mg/B/l	24 day
Fish	LC50	Goldfish	178 mg/B/l	72 hr
Invertebrate	LC50	Daphnia magna	133 mg/B/l	48 hr

**Persistence and Degradability:**

Mixture:

No information available.

**Bioaccumulative Potential:**

Mixture:

No information available.

**Mobility in Soil:**

Mixture:

No information available.

**Other Adverse Effects:**

Mixture:

No information available.

**Additional Information:**

No information available.

## Section 13 Disposal Considerations

**Disposal Instructions:**

Dispose of material in accordance with all federal, state and local regulations.

**Contaminated Packaging:**

Triple rinse container and offer for recycling. Dispose of container following all federal, state and local regulations.

**Additional Information:**

No additional information available.

## Section 14 Transport Information

DOT:

Not classified.

## Section 15 Regulatory Information

**Federal Regulations:**

**SARA 311/312 Hazard Categories:**

Immediate (Acute) Health Hazard  
Immediate (Acute) Health Hazard  
Delayed (Chronic) Health Hazard  
None.

**SARA 302 Extremely Hazardous Substance:**

Not listed.

**SARA 304 Emergency Release Notification:**

Not regulated.

**SARA 311/312 Hazardous Chemical:**

Yes

**SARA 313 Toxic Release Inventory (TRI) Report:**

sodium nitrite Reportable Quantity: RQ 100 lbs.

**CERCLA Hazardous Substance List:**

potassium hydroxide Listed.

Trade Name: ATI 826  
SDS ID: SDS00596

SDS #: ATI-826  
Revision # 1

Page 6 of 8  
Revision Date 11/17/2015



# Safety Data Sheet

ATI 826

**Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA):**

This chemical is not a pesticide product.

**Clean Air Act Regulated Substances:**

None.

**Clean Water Act Regulated Substances:**

None.

**U.S. State Regulations:**

**Massachusetts RTK Substances**

potassium hydroxide Listed.  
sodium nitrite Listed.

**New Jersey RTK Substances**

potassium hydroxide Listed.  
sodium nitrite Listed.

**Pennsylvania RTK Substance**

potassium hydroxide Listed.  
sodium nitrite Listed.

**Canadian Regulations:**

**Canadian Ingredient Disclosure List Substances:**

sodium tetraborate Listed.

**WHMIS Classification:**

**sodium tetraborate**  
Class D-2A  
Class D-2B  
**potassium hydroxide**  
Class D-1B  
Class E

## Section 16 Other Information

**HMIS Hazard ID:**

<b>HEALTH</b>	<b>2</b>
<b>FLAMMABILITY</b>	<b>0</b>
<b>REACTIVITY</b>	<b>1</b>
<b>PERSONAL PROTECTION</b>	<b>C</b>

Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; \*-Chronic Health Effect

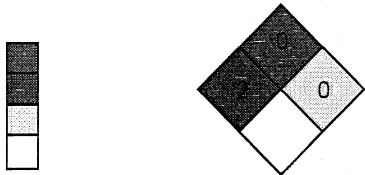
**NFPA Hazard ID:**

Flammability:

Health:

Reactivity:

Special Hazard:



Hazard Rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe



# Safety Data Sheet

ATI 826

**Disclaimer:** The Manufacturer believes that the information contained in the Safety Data Sheet is accurate. The suggested procedures are based on experience as of the date of the publication. They are not necessarily all inclusive nor fully adequate in every circumstance. Also, the suggestions should not be confused with, nor followed in violation of applicable laws, regulations, rules or insurance requirements.

**Issue Date:** 04/27/2016

**Revision:** 1

Exhibit C  
(Standard Conditions)

EXHIBIT A

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a



criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records



shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

## 20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WaterColor Management P.O. Box 1132 Decatur, AL 35602-	<b>CONTACT NAME:</b> Karen Seals <b>PHONE (A/C, No, Ext):</b> (256)260-0412 <b>FAX (A/C, No):</b> (888)512-1613 <b>E-MAIL ADDRESS:</b> karen@watercolormanagement.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Lloyd's of London</td> <td>15792</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyd's of London	15792	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Lloyd's of London	15792													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Aquatrol Technologies, Inc. & Northeast Water Management P.O. Box 2786 Syracuse, NY 13220-														

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab. <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	LGLEX000442-00	4/4/2023	4/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Pollution Liability \$ 1,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	LGLEX000442-00	4/4/2023	4/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		X	LGLEX000442-00	4/4/2023	4/4/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	EXCESS LIABILITY is over underlying General, Professional (E&O) and HNO Auto.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Oneida County 5999 Judd Rd Oriskany, NY 13424	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

**Aquatrol**

**3 year contract renewable for 3 one year renewal**

RFP # 2023-367  
Contract # 189169

Execution Date  
Pending 2024  
6/25/2021 2024-2027

	<u>2024 - 2025</u>	<u>2025 - 2026</u>	<u>2026 - 2027</u>	<u>2027-28</u>	<u>2028-29</u>
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
BID PRICE	\$ 16,350.00	\$ 16,758.75	\$ 17,177.72	\$ 17,607.16	\$ 18,047.34
	\$ 4,249.74	\$ 4,355.98	\$ 4,464.88	\$ 4,576.51	\$ 4,690.92
	\$ 20,599.74	\$ 21,114.73	\$ 21,642.60	\$ 22,183.67	\$ 22,738.26

3 Year Total \$ 50,286.47      5 Year Total \$ 108,279.00

# Department of State Division of Corporations

## Entity Information

[Return to Results](#) [Return to Search](#)

### Entity Details

**ENTITY NAME:** AQUATROL TECHNOLOGIES, INC.  
**DOS ID:** 3787464  
**FOREIGN LEGAL NAME:**  
**FICTITIOUS NAME:**  
**ENTITY TYPE:** DOMESTIC BUSINESS CORPORATION  
**DURATION DATE/LATEST DATE OF DISSOLUTION:**  
**SECTION OF LAW:** 402 BCL - BUSINESS CORPORATION LAW  
**ENTITY STATUS:** ACTIVE  
**DATE OF INITIAL DOS FILING:** 03/18/2009  
**REASON FOR STATUS:**  
**EFFECTIVE DATE INITIAL FILING:** 03/18/2009  
**INACTIVE DATE:**  
**FOREIGN FORMATION DATE:**  
**STATEMENT STATUS:** PAST DUE DATE  
**COUNTY:** ONONDAGA  
**NEXT STATEMENT DUE DATE:** 03/31/2015  
**JURISDICTION:** NEW YORK, UNITED STATES  
**NFP CATEGORY:**

[ENTITY DISPLAY](#)   [NAME HISTORY](#)   [FILING HISTORY](#)   [MERGER HISTORY](#)   [ASSUMED NAME HISTORY](#)

#### Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

**Name:** THE CORPORATION  
**Address:** 5905 EAST TAFT ROAD, NORTH SYRACUSE, NY, UNITED STATES, 13212

Electronic Service of Process on the Secretary of State as agent: Not Permitted

#### Chief Executive Officer's Name and Address

**Name:** EUGENE BOUSSELOT  
**Address:** 4573 MORGAN PL, LIVERPOOL, NY, UNITED STATES, 13090

#### Principal Executive Office Address

**Address:** 4573 MORGAN PL, LIVERPOOL, NY, UNITED STATES, 13090

#### Registered Agent Name and Address

**Name:** REGISTERED AGENT REVOKED



**Address:**

Entity Primary Location Name and Address

**Name:**

**Address:**

Farmcorpflag

**Is The Entity A Farm Corporation: NO**

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	100	\$0.01000



**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax: (315) 798-5603  
[www.ocgov.net](http://www.ocgov.net)

**ANTHONY J. PICENTE, JR.**  
COUNTY EXECUTIVE

**AMANDA CORTESE-KOLASZ**  
COUNTY ATTORNEY

February 29, 2024

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 24-194

**PUBLIC WORKS**

RE: Jug Sports LLC  
Lease of Murnane Field/Donovan Stadium

WAYS & MEANS

Dear County Executive Picente:

The Oneida County Sports Facility Authority leases Donovan Stadium at Murnane Field to Jug Sports LLC in order to host Utica Blue Sox baseball games. Attached, please find an amendment to the current lease agreement, extending the term of the agreement to include the Summer 2025 and Summer 2026 seasons. The payments under the amendment will be \$14,000.00 for 2025 and \$15,000.00 for 2026, plus any additional charges incurred by Jug Sports LLC.

Because the County owns Murnane Field and leases it to the Oneida County Sports Facility Authority, the Board of Legislators must approve any sublease of the property. Consequently, if this amendment meets with your approval, please indicate so by endorsing this letter and forwarding the amendment to the Board of Legislators for consideration at its next scheduled meeting.

Should you have any questions, please contact me. Thank you for your attention to this matter.

Sincerely,

Andrew Dean, Esq.  
Deputy County Attorney - Administration



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive  
Date 2-29-24

Oneida Co. Department: County Attorney  
(Sports Facility Authority)

Completing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u>  X  </u>

## ONEIDA COUNTY BOARD OF LEGISLATORS CONTRACT SUMMARY

**Name & Address of Vendor:** Jug Sports, LLC  
7179 Count Highway 18  
West Winfield, NY 13491

**Title of Activity or Service:** Amendment to the Lease of Murnane Field/Donovan Stadium for Blue Sox Baseball

**Proposed Dates of Operation:** January 1, 2023 to December 31, 2024

**Client Population/Number to be Served:** Residents and Non-Residents of Oneida County who will attend baseball games.

### Summary Statements

- 1. Narrative Description of Proposed Services:** This Third Amendment extends the lease of Murnane Field/Donovan Stadium for Blue Sox Baseball for an additional two summers, in the 2025 and 2026 seasons.
- 2. Program/Service Objectives and Outcomes:**
- 3. Program Design and Staffing:**

**Total Funding Requested:** \$ 29,000.00 (Revenue to the Authority)      **Account#:**

**Oneida County Dept. of Funding Recommendation:** \$29,000.00 (Revenue to the Authority)

**Proposed Funding Sources (Federal \$/State \$/County \$):** N/A

**Cost per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This lease is being amended a third time to run during the years 2025 and 2026.

### **THIRD AMENDMENT TO LEASE AGREEMENT**

This Third Amendment to Lease Agreement (“Third Amendment”), made upon the date of its full execution, is by and between the Oneida County Sports Facility Authority, a New York public benefit corporation with offices at 800 Park Ave., Utica New York (“Lessor”) and Jug Sports LLC, a New York limited liability company with offices at 7179 County Highway 18, West Winfield, New York (“Lessee”).

#### **WITNESSETH:**

WHEREAS, the parties entered into a Lease Agreement, dated February 24, 2020 (“Original Agreement”), whereby the Lessor leased Donovan Stadium at Murnane Field (the “Facility”) to the Lessee for baseball games and events in the 2020 and 2021 summer baseball seasons, and a copy of the Original Agreement is annexed as Exhibit 1; and

WHEREAS, the parties entered into an Amendment to the Original Agreement, extending the term of the Original Agreement to include the 2022 summer baseball season, and such Amendment is annexed as Exhibit 2; and

WHEREAS, the parties entered into a Second Amendment to the Original Agreement, extending the term of the Original Agreement to include the 2023 and 2024 summer baseball seasons, and such Second Amendment is annexed as Exhibit 3; and

WHEREAS, the Lessee wishes to extend the Original Agreement to include the Summer 2025 and Summer 2026 summer baseball seasons;

**NOW THEREFORE**, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The term of the Original Agreement shall be extended to include the Summer 2025 summer baseball season from June 1, 2025 through July 31, 2025 (the “2025 Season”) and to

include the Summer 2026 summer baseball season from July 1, 2026 through July 31, 2026 (the “2026 Season”).

2. Schedule “A” of this Third Amendment, consisting of payment schedules for the 2025 Season and the 2026 Season, shall replace and supersede Schedule “A” of the Original Agreement.

3. All references in Schedule B of the Original Agreement to the year 2021 shall instead refer to the years 2025 or 2026, as applicable.

4. All other terms of the Original Agreement remain in effect without change or alteration.

[Remainder of page intentionally left blank.]

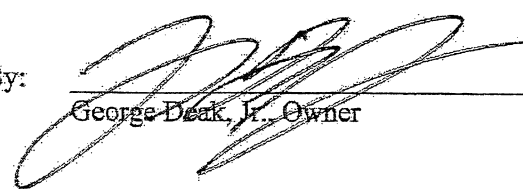
IN WITNESS WHEREOF, the Lessor and the Lessee have signed this Third Amendment.

**ONEIDA COUNTY SPORTS FACILITY AUTHORITY**

By:   
Greg Gaeta, Chairman

Date: 2/27/24

**JUG SPORTS LLC**

By:   
George Deak, Jr., Owner

Date: 2/26/24

Approved:

\_\_\_\_\_  
Andrew Dean, Esq.  
Deputy County Attorney

Schedule A

# ONEIDA COUNTY SPORTS FACILITY AUTHORITY

## Blue Sox Payment Schedule

Pursuant to the Lease Agreement, Jug Sports LLC agrees to pay the following for the 2025 Season:

### 2025 Season

Clubhouse rental	\$1,000
Light cycle (mid-May to mid-June)	\$2,000
Regular season (26 games)	\$11,000
<b>Total</b>	<b>\$14,000</b>

### Payment schedule:

1/1/25	\$1,000 deposit due
5/1/25	\$4,000 installment due
6/1/25	\$4,500 installment due
7/1/25	\$4,500 remaining balance due
8/15/25	any additional charges due

### Possible additional charges:

- Utility bills for concession stand and clubhouse
- Drying agent (see schedule B for details)
- Dumpster charge
- Additional games
  - Any games above the 26 scheduled regular season games will be billed as follows:
    - \$170 – day game with pregame BP – no lights
    - \$245 – night game with pregame BP
    - \$300 – day/night double header with pregame BP
  - Any game without pregame BP would be a reduction of \$50



# ONEIDA COUNTY SPORTS FACILITY AUTHORITY

## Blue Sox Payment Schedule

Pursuant to the Lease Agreement, Jug Sports LLC agrees to pay the following for the 2026 Season:

### 2026 Season

Clubhouse rental	\$1,000
Light cycle (mid-May to mid-June)	\$2,000
Regular season (26 games)	\$12,000
<b>Total</b>	<b>\$15,000</b>

### Payment schedule:

1/1/26	\$1,000 deposit due
5/1/26	\$5,000 installment due
6/1/26	\$4,500 installment due
7/1/26	\$4,500 remaining balance due
8/15/26	any additional charges due

### Possible additional charges:

- Utility bills for concession stand and clubhouse
- Drying agent (see schedule B for details)
- Dumpster charge
- Additional games
  - Any games above the 26 scheduled regular season games will be billed as follows:
    - \$170 – day game with pregame BP – no lights
    - \$245 – night game with pregame BP
    - \$300 – day/night double header with pregame BP
  - Any game without pregame BP would be a reduction of \$50

# Exhibit 1

## Lease Agreement

A LEASE AGREEMENT (the "Agreement") entered into on the 24<sup>th</sup> day of ~~November~~ <sup>February</sup> 2019, <sup>20</sup> by and between the Oneida County Sports Facility Authority, a duly constituted public authority of the State of New York, with offices at 800 Park Ave., Utica New York, hereinafter called the "Lessor," and Jug Sports, LLC a domestic limited liability company organized and existing pursuant to the laws of the State of New York, with offices at 7179 County Highway 18, West Winfield, New York, hereinafter called the "Lessee."

### WITNESSETH

Whereas, the Lessor is the current operator of the facility owned by Oneida County, known as Donovan Stadium at Murane Field (the "Facility"), and

Whereas, the Lessee wishes to lease from the Lessor said facility for the conduct of baseball games and events incidental thereto, and

Whereas, the Lessor wishes to promote the use of the field and adjacent buildings for the staging of such baseball games

NOW THEREFORE, in consideration of the premises and the mutual promises made by the parties hereto, the Lessor and Lessee agree as follows:

1. The Lessor shall let to the Lessee and the Lessee shall lease, on a non-exclusive basis, from the Lessor those components of the Facility set forth in paragraph 5 below for a term of two seasons, such seasons to commence on June 1 and end on July 31 for each year of the two seasons, namely, 2020 and 2021 (each, individually a "season," and collectively, the "seasons").
2. The Lessee shall pay the Lessor each season as described in the attached schedule A.
3. The Lessee shall further lease the third base clubhouse for a sum as described in the attached Schedule A. This Agreement does not include air conditioning in the clubhouse. If this unit is used, the Lessee is responsible for resulting utility bills for said clubhouse.
4. On or before January 1<sup>st</sup> of each year of this Agreement, the Lessee shall provide the Lessor with a schedule of baseball games so as to allow the Lessor adequate time to prepare and maintain field conditions and prepare the buildings at the field.
5. This Agreement shall cover all of the buildings at the Facility, including the aforementioned third base clubhouse, as well as the grandstand, press box, radio booths, dugouts, signage, posts, scoreboards, concession stand, restrooms, souvenir and ticket

booths, and such other buildings, structures or booths as may be available and necessary to put on a baseball game. During Lessee's games, Lessee shall have exclusive use and control of the press box and radio booth at the Facility.

6. During the term of each season, Lessee shall pay for all utilities needed to operate and occupy the concession stand and offices. Lessor agrees to provide Lessee with the bills for utility services for which Lessee agrees to reimburse Lessee within 15 days of receipt. The Lessee is solely responsible for cleanup following any special events (i.e. fireworks). The Lessor will be responsible for stadium cleanup as a result of a normal baseball game.
7. Grounds-keeping and field maintenance shall be the responsibility of the Lessor. The Lessee shall comply with the attached schedule B which describes the facility procedures and guidelines.
8. Lessee agrees that, prior to the season, it shall enter into appropriate agreements with the City of Utica (the "City") and the County of Oneida (the "County") relative to the provision of fire protection and Emergency Medical Technician ("EMT") and security services. The Lessor shall be provided with a copy of all such agreements or understandings reached with the City and/or County prior to the start of each season. Lessee reserves the right to obtain EMT and security services from a private contractor in the event such services may be procured at a lesser expense to the Lessee. Any such privately-contracted EMT and security services shall comply with any and all requirements of the Lessor and/or County's insurance coverage relative to any necessary certifications and licensing.
9. Lessee shall provide liability coverage in an amount not less than Three Million Dollars (\$3,000,000) with the Lessor and the County of Oneida named as additional insureds. Proof of such liability coverage shall be provided to the Lessor and the County prior to the start of each season.
10. The Lessee agrees to indemnify and hold harmless the Lessor and the County of Oneida and their agents, employees and officers from and against any and all claims, suits and demands for personal injury, including, but not limited to, death and property damage which may arise from or be attributable to the actions, negligence or lack of care of the Lessee, its employees, agents and invitees. The Lessor agrees to indemnify and hold harmless the Lessee from and against any and all claims, suits, and demands for personal injury, including, but not limited to, death and property damage which may arise from or be attributable to the actions, negligence or lack of care of the Lessor, its employees, agents and invitees.
11. Game cancellations due to weather conditions are at the discretion of the Lessor. The decision will be made by a designated member of the grounds crew and must be adhered to by the Lessee. The Lessee must receive permission from the head grounds-keeper or a

person so designated by the Lessor prior to putting the tarp onto the field. A time to remove the tarp must be agreed upon prior to putting the tarp on. Should the tarp being left on the field too long cause damage to the field, the Lessee will be financially liable to compensate the Lessor to repair or replace the damaged sections of the field.

12. Appropriate scheduling accommodations must be made by Lessee for use of facility by the New York State American Legion Tournament. This includes not scheduling games for at least one day prior to the scheduled start of the tournament. In the event that the Lessee would host a playoff game during the New York State American Legion Tournament, every effort will be made to accommodate the game around the tournament schedule, with the tournament having preference.
13. Lessor shall provide storage space for the Lessee on an "as available" basis.
14. Lessee shall be solely responsible for obtaining and maintaining any and all necessary approvals, permits and licenses to dispense and sell alcoholic beverages at the Facility. Lessee shall obtain the necessary insurance coverage needed to protect the Lessor and the County of Oneida from and against any and all claims, suits or demands which may in any way result from the Lessee's sale of alcoholic beverages at the facility. Such insurance coverage shall be in an amount not less than Three Million Dollars (\$3,000,000.00). Lessee shall name the County and the Lessor as additional insureds on such policies and shall provide the Lessor and the County with the proof of such coverage before the start of each season. This policy needs to be delivered to the Lessor no later than May 20 of each year. This insurance is in addition to the insurance requirements of paragraph 9, above.
15. Lessee shall have the right to sell all advertising signage on the outfield fence at the Facility. The Lessee does not have the authority to sell advertising signage on the outside of the outfield fence or anywhere facing the outside roadways. Any other advertising signage must be approved by Lessor's Board of Directors in writing, including but not limited to, dugouts and internal fencing. Advertising in allowable, designated areas is permitted to be placed beginning on April 1st and must be taken down by October 1<sup>st</sup> of each year. It is the responsibility of the Lessee to place, maintain and remove advertising. The Lessor has the right to have any advertising removed or relocated, with the cost of said removal or relocation being passed on to the Lessee. Advertising on the outfield fence must NOT damage the windscreen. Any damage to the windscreen (i.e., poking holes through it) will result in the Lessee being financially liable to compensate the Lessor to replace the damaged sections of the windscreen.
16. Parking during season games and events at the Facility shall be free. Lessee shall provide employees to assist in parking vehicles. Lessor shall remain responsible for maintenance of the parking surface. At no time are any vehicles permitted to be parked within the facility.

17. All radio, television, cable, internet and other forms of broadcasting of Lessee's games and any revenue realized as incidental thereto shall be the sole property of the Lessee. Any revenue realized from the sale of souvenirs by the Lessee at the Facility during the season shall be retained by the Lessee.
18. Lessee shall not conduct, or sponsor fireworks displays without first obtaining the necessary prior approval, permits and licenses from the City of Utica and/or the County of Oneida and meeting the insurance requirements of both the City and the County. The Lessee is solely responsible for cleanup following any special events (i.e. fireworks).
19. Lessee may play music at the Facility but only in compliance with all applicable City of Utica noise ordinances governing same.
20. Lessee shall be solely responsible for collecting, reporting and paying any and all applicable sales tax on taxable items sold at the Facility.
21. In the event that Lessor enters into a lease agreement with a minor league baseball team for use and possession of the field, and such agreement conflicts with the use and possession by Lessee set forth herein, then upon at least sixty days' written notice to the Lessee by the Lessor, Lessee's rights pursuant to this Agreement shall be superseded. Notwithstanding Lessee's rights pursuant to this Agreement being superseded, during the first season in which this occurs, the Lessor shall offer alternative accommodations to the Lessee, acceptable to the Lessee (agreement to which shall not be unreasonably withheld), or pay the Lessee liquidated damages of \$5,000.00 per game for any game neither the field nor an alternative accommodation is available to the Lessee. Lessee has the right to opt out of contract at any point with 30 days' written notice to Lessor.
22. In the event that the Lessee defaults in the performance of any of the covenants herein, it is mutually understood and agreed that the Lessor may terminate this Agreement and re-enter said premises without resort to judicial processes or to any legal remedy available to it. Lessee shall be given ten (10) days to cure any default in performance of the covenants herein.
23. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered or certified mail. Notices to the Lessors shall be addressed to: Oneida County Sports Authority, c/o 800 Park Avenue, Utica, New York, 13501, Attn: Roland DeCarlo. Notices to the Lessee shall be addressed to: Jug Sports LLC, 7179 County Highway 18, West Winfield, NY 13491.
24. No waiver of any breach or breaches of any provision or condition of this Agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of the lease or breach of same.

25. This Agreement may be modified or amended only in writing, duly authorized and executed by the Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the parties.
26. If any part of this Agreement shall be declared invalid or illegal by a court of competent jurisdiction, only that part declared invalid or illegal shall be void and thereby be of no effect. All other parts of this Agreement shall remain in full force and effect. The captions of the various paragraphs of this Agreement are for convenience and reference purposes only. They are of no other effect.
27. The Lessee further covenants and agrees to indemnify, defend and hold harmless the County of Oneida and the Lessor, their respective officers, members, agents and employees, from and against any and all loss or expenses that may arise to any and all Lessee property left within the facility during the off season, either intentionally or unintentionally, by reason of liability for damage or theft, injury or death, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Lessee, the County of Oneida and the Lessor, and their respective officers, members, agents or employees, in connection with this Agreement.
28. The Lessee will be responsible for providing a dumpster for garbage and a dumpster for cardboard at the Facility inside the Rose Place gates from June 1 until the completion of the season. The Lessee will be responsible for this cost in its entirety. The Lessor will provide an additional key to provide to the dumpster service to enable to access the dumpsters. It is the responsibility of the Lessee to return this key at the end of the season. Should the Lessee fail to meet this obligation the Lessor will arrange for the dumpsters while the Lessee will remain financially responsible.

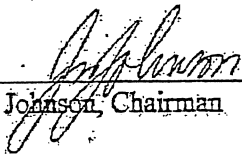
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year below written.

Lessor: Oneida County Sports Facility Authority

By:

Date:

  
Joseph Johnson, Chairman

2/24/20

Lessee: Jug Sports, LLC

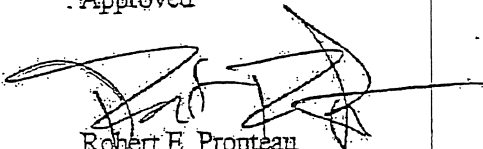
By:

Date:

  
George Deak, Jr., Owner

12/6/19

Approved

  
Robert E. Prouteau  
Assistant County Attorney



## ONEIDA COUNTY SPORTS FACILITY AUTHORITY Blue Sox Payment Schedule

Pursuant to the Lease Agreement, Jug Sports LLC agrees to pay the following:

### 2020 Season

Clubhouse rental	\$1,000
Light cycle (mid-May to mid-June)	\$2,000
Regular season (26 games)	\$7,000
<b>Total</b>	<b>\$10,000</b>

### Payment schedule:

1/1/20	\$1,000 deposit due
5/1/20	\$3,000 installment due
6/1/20	\$3,500 installment due
7/1/20	\$2,500 remaining balance due
8/15/20	any additional charges due

### Possible additional charges:

- Utility bills for concession stand and clubhouse
- Drying agent (see schedule B for details)
- Dumpster charge
- Additional games
  - o Any games above the 26 scheduled regular season games will be billed as follows:
    - \$170 – day game with pregame BP – no lights
    - \$245 – night game with pregame BP
    - \$300 – day/night double header with pregame BP
  - Any game without pregame BP would be a reduction of \$50

## ONEIDA COUNTY SPORTS FACILITY AUTHORITY Blue Sox Payment Schedule

Pursuant to the Lease Agreement, Jug Sports LLC agrees to pay the following:

### 2021 Season

Clubhouse rental	\$1,000
Light cycle (mid-May to mid-June)	\$2,000
Regular season (26 games)	\$8,000
<b>Total</b>	<b>\$11,000</b>

### Payment schedule:

1/1/21	\$1,000 deposit due
5/1/21	\$3,000 installment due
6/1/21	\$3,500 installment due
7/1/21	\$3,500 remaining balance due
8/15/21	any additional charges due

### Possible additional charges:

- Utility bills for concession stand and clubhouse
- Drying agent (see schedule B for details)
- Dumpster charge
- Additional games
  - Any games above the 26 scheduled regular season games will be billed as follows:
    - \$170 – day game with pregame BP – no lights
    - \$245 – night game with pregame BP
    - \$300 – day/night double header with pregame BP
    - Any game without pregame BP would be a reduction of \$50

## ONEIDA COUNTY SPORTS FACILITY AUTHORITY

### Blue Sox

### Team Procedures & Guidelines

- At no time are any vehicles permitted to be parked within the confines of the gates
  - The visiting team bus should never be driven within the confines of the gates. The Blue Sox team bus may pull in the Rose place entrance to pick up players ONLY when no other games are being played at the facility.
- All gates should be locked when team is not there to keep the facility secure
  - Should a gate be left unlocked, the grounds crew has been instructed to lock all gates when they leave the facility
  - All padlocks should be locked on the fence when the gate is left open in order to prevent the lock from being lost or stolen and available to staff to lock the gate should it be left open
- Signage
  - Alcohol signs are acceptable but should be placed appropriately. The Lessee should be responsible for all signage and should not allow vendors or partners to hang signs in the facility without supervision and approval of the location.
- Practice & pregame for road games
  - The team is permitted to utilize the practice field (including the batting cages and bullpens) and the outfield grass up to 120 minutes prior to any scheduled game (not the Blue Sox, excluding tournaments) at the facility  
\*\*\*COVER BULL PEN MOUNDS AFTER USING\*\*\*
  - The main field infield should not be used for practice without prior permission from the Authority
- Pregame for home games
  - The grounds crew WILL NOT unlock the small front gate – this will be the responsibility of the Blue Sox.
  - Field will be ready for on field batting practice 3 hours prior to game time
    - The practice field, cages and bull pen will also be available
    - At this time the press box should be available with the scoreboard on
    - The bathrooms should also be open at this time
  - The grounds crew may determine that the field conditions do not permit for on field batting practice or I/O, in which case the batting cages and the practice field will be used.
  - Time schedule for standard 6:35 game start time
    - 4-4:30 Home team on field BP
    - 4:30-5 Visiting team on field BP
    - 5:10-5:25 Home team I/O
    - 5:25-5:40 Visiting team I/O
  - The field must be cleared 30 minutes prior to game time for the grounds crew to prepare the field for the game

Jugs Sports LLC Lease— Schedule B

- The batting shell, screens, pitching ramp, mats and skirt should be stored outside the left field gate. These items SHOULD NOT be stored on the field of play, in the dugout, or outside the field
- In-game
  - The grounds crew will turn on the lights at the end of the 5<sup>th</sup> inning unless requested to do so earlier. If the lights are not turned on by the beginning of the 6<sup>th</sup> inning, then they will be turned on as soon as possible thereafter and will not wait until the inning ends.
- Post-game
  - Place all garbage in dugout and bullpen in respective garbage cans
  - Cover bullpen mounds
  - Garbage in concession should be placed in the dumpster each night and not left outside unprotected from animals
  - Garbage in the clubhouse should be placed in the dumpster each night and not left outside unprotected from animals.
  - Leave the message board on the default message "Welcome to Donovan Stadium"
  - On days that there are fireworks after the game, the Lessee must comply section 18 of the lease. Additionally, the Lessee must notify the Authority of such events. The Lessee is expected to provide additional manpower to assist with the cleanup the next morning.
- Cancellation / Makeup games
  - The determination to cancel a game will be made by the head groundskeeper prior to the umpires arriving at the field
    - Drying agent
      - Included in the game cost is two (2) bags of drying agent
      - Any additional bags used will be billed to the Lessee at a rate of \$15 per bag used. The ground crew is required to get permission from the Lessee prior to using any additional bags.
  - All makeup games must be rescheduled through Greg Gaeta, NOT through the grounds crew
- Other teams using facility
  - Utica Post American Legion baseball team will occasionally hold practice during a Blue Sox game. The following procedures will be followed to minimize any disruption of the crowd or the game
    - Practice will not begin until after the game has started
    - Utica Post players will enter through the main gate identifying themselves as players attending practice
    - The players will go around the outfield fence to the practice field in order to not disrupt the game
    - The players will use the batting cage and practice field without getting in the way of the players in the bullpen.
    - Occasionally other teams need to access the ice machine inside the clubhouse. The grounds crew will allow access as needed. The grounds crew

*Jugs Sports LLC Lease - Schedule B*

are instructed to accompany the player into the clubhouse with their container to get the ice and then lock the clubhouse when leaving.

• End of Season Exit Strategy

○ Clubhouse - the following should be done by 8/21.

- All stickers should be removed from lockers and offices
- The clubhouse should be left in a condition to allow it to be used in the Fall and Spring
- All items should be removed from clubhouse or stored in storage room
- Chairs should be left in locker area

○ Concession

- All items should be cleaned and serviced and shut down by 8/21
- It is permissible to store items in the office and the storage area outside the office
- The other areas should be left in a manner that would allow them to be used in the Fall

○ Beer building

- All beer, including tap system must be removed by 8/21
- Nothing should be stored in here as it needs to be left in condition that would allow it to be used in the Fall and Spring

○ Items stored at facility

- Please coordinate with head groundskeeper to store large items on the premises for the off season

○ Return Keys

- All keys must be returned by 8/21
- All needs to access the facility should be completed by 8/21

# Exhibit 2

LEASE AMENDMENT

THIS AMENDMENT (the "Amendment"), made this 1<sup>st</sup> day of October, 2020, by and between the ONEIDA COUNTY SPORTS FACILITY AUTHORITY, a duly constituted public authority of the State of New York, with offices at 800 Park Ave., Utica New York, hereinafter called the "Lessor," and JUG SPORTS, LLC a domestic limited liability company organized and existing pursuant to the laws of the State of New York, with offices at 7179 County Highway 18, West Winfield, New York, hereinafter called the "Lessee," consists of the following promises, recitals, covenants and conditions.

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into an agreement, attached hereto as EXHIBIT 1 (hereinafter, the "Original Agreement"), by which the Lessor has agreed to Lease certain property, known as Donovan Stadium at Murnane Field (the "Facility") for the Lessee's use for baseball in the years 2020 and 2021; and

WHEREAS, the 2020 COVID-19 Pandemic has caused an interruption in and cancellation of all scheduled baseball games and supporting activities for 2020 season; and

WHEREAS, the parties are desirous of still having a lease agreement in place for two years;

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

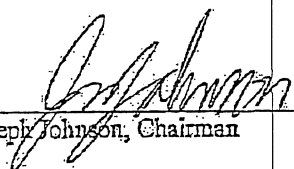
1. The term of the Original Agreement shall be changed to cover the baseball seasons in the years 2021 and 2022.
2. The attachments to the Original Agreement, "Blue Sox lease - schedule A payment - 2020" and "Blue Sox lease - schedule A payment - 2021" shall be substituted for by the payment schedules attached to this Amendment, namely, "Blue Sox lease - schedule A payment - Amended

-2021," and "Blue Sox lease - schedule A payment - Amended - 2022." All references in the Original Agreement referencing "Schedule A" will instead refer to the attachments to this Amendment.

4. All other terms of the Original Agreement remain in effect without change or alteration.

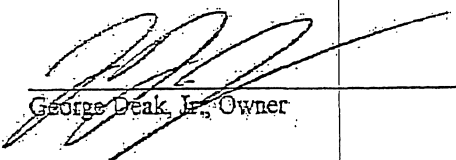
IN WITNESS WHEREOF, the Lessor and the Lessee have signed this Amendment on the day and date first above written.

LESSOR: ONEIDA COUNTY SPORTS FACILITY AUTHORITY

By:   
\_\_\_\_\_  
Joseph Johnson, Chairman

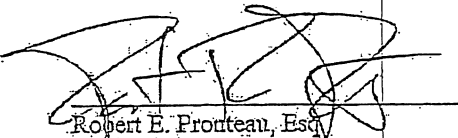
Date: 7/16/20

LESSEE: JUG SPORTS, LLC

By:   
\_\_\_\_\_  
George Deak, Jr., Owner

Date: 9/28/20

Approved:

  
\_\_\_\_\_  
Robert E. Proutreau, Esq.  
Assistant County Attorney



## ONEIDA COUNTY SPORTS FACILITY AUTHORITY Blue Sox Payment Schedule

Pursuant to the Lease Agreement, Jug Sports LLC agrees to pay the following:

### 2021 Season

Clubhouse rental	\$1,000
Light cycle (mid-May to mid-June)	\$2,000
Regular season (26 games)	\$7,000
<b>Total</b>	<b>\$10,000</b>

### Payment schedule:

1/1/21	\$1,000 deposit due (Already paid in January, 2020)
5/1/21	\$3,000 installment due
6/1/21	\$3,500 installment due
7/1/21	\$2,500 remaining balance due
8/15/21	any additional charges due

### Possible additional charges:

- Utility bills for concession stand and clubhouse
- Drying agent (see schedule B for details)
- Dumpster charge
- Additional games
  - Any games above the 26 scheduled regular season games will be billed as follows:
    - \$170 - day game with pregame BP - no lights
    - \$245 - night game with pregame BP
    - \$300 - day/night double header with pregame BP
    - Any game without pregame BP would be a reduction of \$50

## ONEIDA COUNTY SPORTS FACILITY AUTHORITY Blue Sox Payment Schedule

Pursuant to the Lease Agreement, Jug Sports LLC agrees to pay the following:

### 2022 Season

Clubhouse rental	\$1,000
Light cycle (mid-May to mid-June)	\$2,000
Regular season (26 games)	\$8,000
<b>Total</b>	<b>\$11,000</b>

### Payment schedule:

1/1/22	\$1,000 deposit due
5/1/22	\$3,000 installment due
6/1/22	\$3,500 installment due
7/1/22	\$3,500 remaining balance due
8/15/22	any additional charges due

### Possible additional charges:

- Utility bills for concession stand and clubhouse
- Drying agent (see schedule B for details)
- Dumpster charge
- Additional games
  - Any games above the 26 scheduled regular season games will be billed as follows:
    - \$170 – day game with pregame BP – no lights
    - \$245 – night game with pregame BP
    - \$300 – day/night double header with pregame BP
      - Any game without pregame BP would be a reduction of \$50

## ONEIDA COUNTY SPORTS FACILITY AUTHORITY Blue Sox Payment Schedule

Pursuant to the Lease Agreement, Jug Sports LLC agrees to pay the following:

### 2021 Season

Clubhouse rental	\$1,000
Light cycle (mid-May to mid-June)	\$2,000
Regular season (26 games)	\$8,000
<i>Total</i>	<i>\$11,000</i>

### Payment schedule:

1/1/21	\$1,000 deposit due
5/1/21	\$3,000 installment due
6/1/21	\$3,500 installment due
7/1/21	\$3,500 remaining balance due
8/15/21	any additional charges due

### Possible additional charges:

- Utility bills for concession stand and clubhouse
- Drying agent (see schedule B for details)
- Dumpster charge
- Additional games
  - o Any games above the 26 scheduled regular season games will be billed as follows:
    - \$170 - day game with pregame BP - no lights
    - \$245 - night game with pregame BP
    - \$300 - day/night double header with pregame BP
  - Any game without pregame BP would be a reduction of \$50.

Jugs Sports LLC Lease -- Schedule B

- The batting shell, screens, pitching ramp, mats and skirt should be stored outside the left field gate. These items SHOULD NOT be stored on the field of play, in the dugout, or outside the field
- In-game
  - The grounds crew will turn on the lights at the end of the 5<sup>th</sup> Inning unless requested to do so earlier. If the lights are not turned on by the beginning of the 6<sup>th</sup> Inning, then they will be turned on as soon as possible thereafter and will not wait until the Inning ends.
- Post-game
  - Place all garbage in dugout and bullpen in respective garbage cans
  - Cover bullpen mounds
  - Garbage in concession should be placed in the dumpster each night and not left outside unprotected from animals
  - Garbage in the clubhouse should be placed in the dumpster each night and not left outside unprotected from animals
  - Leave the message board on the default message "Welcome to Donovan Stadium"
  - On days that there are fireworks after the game, the Lessee must comply section 18 of the lease. Additionally, the Lessee must notify the Authority of such events. The Lessee is expected to provide additional manpower to assist with the cleanup the next morning.
- Cancellation / Makeup games
  - The determination to cancel a game will be made by the head groundskeeper prior to the umpires arriving at the field
    - Drying agent
      - Included in the game cost is two (2) bags of drying agent
      - Any additional bags used will be billed to the Lessee at a rate of \$15 per bag used. The ground crew is required to get permission from the Lessee prior to using any additional bags.
  - All makeup games must be rescheduled through Greg Gaeta, NOT through the grounds crew
- Other teams using facility
  - Utica Post American Legion baseball team will occasionally hold practice during a Blue Sox game. The following procedures will be followed to minimize any disruption of the crowd or the game
    - Practice will not begin until after the game has started
    - Utica Post players will enter through the main gate identifying themselves as players attending practice
    - The players will go around the outfield fence to the practice field in order to not disrupt the game
    - The players will use the batting cage and practice field without getting in the way of the players in the bullpen.
    - Occasionally other teams need to access the ice machine inside the clubhouse. The grounds crew will allow access as needed. The grounds crew

Jugs Sports LLC Lease - Schedule B

are instructed to accompany the player into the clubhouse with their container to get the ice and then lock the clubhouse when leaving.

• End of Season Exit Strategy

○ Clubhouse - the following should be done by 8/21.

- All stickers should be removed from lockers and offices
- The clubhouse should be left in a condition to allow it to be used in the Fall and Spring
- All items should be removed from clubhouse or stored in storage room
- Chairs should be left in locker area

○ Concession

- All items should be cleaned and serviced and shut down by 8/21
- It is permissible to store items in the office and the storage area outside the office
- The other areas should be left in a manner that would allow them to be used in the Fall

○ Beer building

- All beer, including tap system must be removed by 8/21.
- Nothing should be stored in here as it needs to be left in condition that would allow it to be used in the Fall and Spring

○ Items stored at facility

- Please coordinate with head groundskeeper to store large items on the premises for the off season

○ Return Keys

- All keys must be returned by 8/21
- All needs to access the facility should be completed by 8/21

# Schedule A

## ONEIDA COUNTY SPORTS FACILITY AUTHORITY Blue Sox Payment Schedule

Pursuant to the Lease Agreement, Jug Sports LLC agrees to pay the following:

### 2023 Season

Clubhouse rental	\$1,000
Light cycle (mid-May to mid-June)	\$2,000
Regular season (26 games)	\$9,000
<b>Total</b>	<b>\$12,000</b>

### Payment schedule:

1/1/23	\$1,000 deposit due
5/1/23	\$3,000 installment due
6/1/23	\$4,000 installment due
7/1/23	\$4,000 remaining balance due
8/15/23	any additional charges due

### Possible additional charges:

- Utility bills for concession stand and clubhouse
- Drying agent (see schedule B for details)
- Dumpster charge
- Additional games
  - o Any games above the 26 scheduled regular season games will be billed as follows:
    - \$170 – day game with pregame BP – no lights
    - \$245 – night game with pregame BP
    - \$300 – day/night double header with pregame BP
  - Any game without pregame BP would be a reduction of \$50

## ONEIDA COUNTY SPORTS FACILITY AUTHORITY Blue Sox Payment Schedule

Pursuant to the Lease Agreement, Jug Sports LLC agrees to pay the following:

### 2024 Season

Clubhouse rental	\$1,000
Light cycle (mid-May to mid-June)	\$2,000
Regular season (26 games)	\$10,000
<b>Total</b>	<b>\$13,000</b>

### Payment schedule:

1/1/24	\$1,000 deposit due
5/1/24	\$4,000 installment due
6/1/24	\$4,000 installment due
7/1/24	\$4,000 remaining balance due
8/15/24	any additional charges due

### Possible additional charges:

- Utility bills for concession stand and clubhouse
- Drying agent (see schedule B for details)
- Dumpster charge
- Additional games
  - Any games above the 26 scheduled regular season games will be billed as follows:
    - \$170 – day game with pregame BP – no lights
    - \$245 – night game with pregame BP
    - \$300 – day/night double header with pregame BP
  - Any game without pregame BP would be a reduction of \$50



# Exhibit 3

**LEASE AMENDMENT #2**

THIS SECOND AMENDMENT (the "Second Amendment"), made this 21<sup>st</sup> day of October, 2022, by and between the ONEIDA COUNTY SPORTS FACILITY AUTHORITY, a duly constituted public authority of the State of New York, with offices at 800 Park Ave., Utica New York, hereinafter called the "Lessor," and JUG SPORTS, LLC a domestic limited liability company organized and existing pursuant to the laws of the State of New York, with offices at 7179 County Highway 18, West Winfield, New York, hereinafter called the "Lessee," consists of the following promises, recitals, covenants and conditions.

**WITNESSETH:**

WHEREAS, the Lessor and the Lessee have entered into an agreement, attached hereto as EXHIBIT 1 (hereinafter, the "Original Agreement") by which the Lessor has agreed to Lease certain property, known as Donovan Stadium at Murnane Field (the "Facility"); for the Lessee's use for baseball in the years 2020 and 2021; and

WHEREAS, the Lessor and the Lessee have also entered into an amendment to the Original Agreement, attached hereto as EXHIBIT 2 (hereinafter, the "First Amendment") by which the Original Agreement was extended through the 2022 baseball season; and

WHEREAS, the Lessee has expressed a desire to further extend and amend the Original Agreement for two (2) additional years in order to assist the Lessee in arranging sponsorship and financial opportunities in order to continue to provide high quality baseball competition and entertainment;

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The term of the Original Agreement shall be extended to cover the baseball seasons in the years 2023 and 2024.

2. The attached "Blue Sox lease - schedule A payment - 2023" and "Blue Sox lease - schedule A payment - 2024" shall be incorporated into the Original Agreement, and shall govern payments due for the years 2023 and 2024, respectively. All references in the Original Agreement referencing "Schedule A" during the years 2023 and 2024 will instead refer to the attachments to this Second Amendment.

4. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF, the Lessor and the Lessee have signed this Second Amendment on the day and date first above written.

**LESSOR: ONEIDA COUNTY SPORTS FACILITY AUTHORITY**

By:

Date:

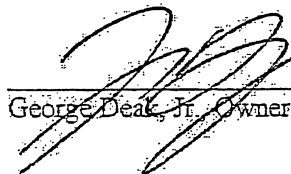
  
\_\_\_\_\_  
Greg Gaeta, Chairman

9/29/22

**LESSEE: JUG SPORTS, LLC**


By:

Date:

  
\_\_\_\_\_  
George Deak, Jr., Owner

2/28/22

Approved:

  
\_\_\_\_\_  
9/6/22 Robert E. Pronteau, Esq.  
Assistant County Attorney



**ONEIDA COUNTY  
DEPARTMENT OF PLANNING**

Boehlert Center at Union Station  
321 Main St., Utica NY 13501  
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
County Executive

JAMES J. GENOVESE, II  
Commissioner

March 11, 2024

Anthony J. Picente, Jr.  
County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 24-195

**PUBLIC WORKS**

Re: Oneida County Flood Mitigation Grant Program

**WAYS & MEANS**

Dear County Executive Picente:

As you are aware, the County authorized \$2 million to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses within the existing stormwater infrastructure. The program is designated as the Oneida County Flood Mitigation Grant Program. The towns of Lee and New Hartford and the Westmoreland Central School District are requesting funds for projects intended to mitigate or reduce the risk of flooding in their communities.

The projects, the municipalities, and the total amount requested are listed below. The total amount requested is \$322,250.00.

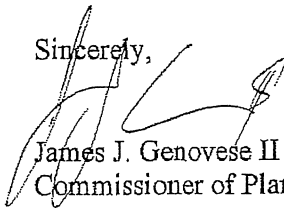
<u>Municipality</u>	<u>Project</u>	<u>Cost</u>
Town of Lee	Watermain relocation	\$86,250.00
Town of New Hartford	Plantings for detention project	\$50,000.00
Westmoreland School District	Outfall pipe replacement and cleaning	\$186,000.00

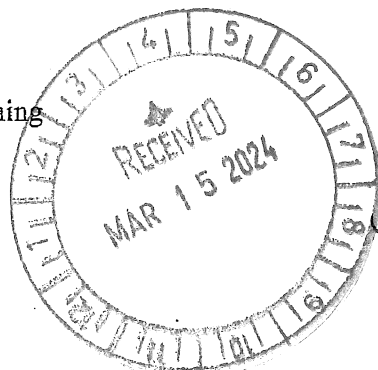
These projects are time-sensitive and the upstate New York construction season is limited. The distribution of the flood mitigation monies and the implementation of these projects will be accomplished through the execution of contracts between the County and the municipalities.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to enter into agreement with the entities above to provide the requested flood mitigation assistance as to complete the projects.

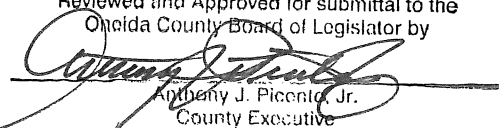
Should the requests herein meet with your approval, I respectfully request that you forward this letter and the enclosed flood mitigation grant agreement to the Board of Legislators for consideration and approval at its next meeting.

Sincerely,

  
James J. Genovese II  
Commissioner of Planning



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 3-14-24

Oneida Co. Department: Planning

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Town of New Hartford  
8635 Clinton Street  
New Hartford, NY 13413

**Title of Activity or Service:** This agreement is between Oneida County and the Town of New Hartford for plantings associated with Phase II of the Mud Creek detention project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

**Proposed Dates of Operation:** Upon Execution – December 31, 2026

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The award of \$50,000.00 for additional plantings required to complete the Mud Creek detention project. The Town of New Hartford's share of costs will be \$60,543.75.
- 2) **Program/Service Objectives and Outcomes:** Flood Mitigation
- 3) **Program Design and Staffing:**

**Total Funding Requested:** \$50,000.00      **Account # H562**

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/State \$/County \$):** County \$50,000.00

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE TOWN OF NEW HARTFORD

This Flood Mitigation Grant Agreement (“Agreement”), effective upon the date of its full execution (“Effective Date”) is between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal address at 800 Park Avenue, Utica, New York 13501 (“County”), and the Town of New Hartford, a municipal corporation organized and existing under the laws of the State of New York, with its principal address located at 8635 Clinton Street, New Hartford, New York 13413 (hereinafter the “Grantee”).

WHEREAS, a storm on July 1, 2017 caused significant damage within Oneida County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout Oneida County in the ability of the existing storm water infrastructure to handle heavy rainfall; and

WHEREAS, the County has allocated funds to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, and such funding has been designated as the Oneida County Flood Mitigation Grant Program (hereinafter the “Grant Program”); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation grant and said application has been reviewed and approved by a County review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. THE GRANT

- A. The County shall provide Grantee grant funding in an amount not to exceed fifty thousand dollars and zero cents (\$50,000.00) (the “Grant”) toward the total costs of the project identified in Section II (the “Project”). The County shall pay the Grant to Grantee on a reimbursement basis in accordance with the procedures outlined in Section VI, below.
- B. The Grantee shall provide a Grantee share toward the Project in an amount equal to or exceeding the Grant. In-kind services by the Grantee may constitute all or part of the

Grantee's share provided that proper documentation of the in-kind services is provided to, and approved by, the County, at its discretion.

## II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

### A. PROJECT PLAN

1. The Grant shall be used solely for the Project as described in the Project Plan attached hereto as Exhibit A ("Project Plan").
2. The County and the Grantee must agree in writing to any changes to the Project Plan.
3. The Grantee agrees to take "before and after" photographs of the Project area and shall provide copies of all photographs to the County as soon as they are produced.

### B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

### C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. The Grantee shall implement the Project according to the budget and schedule identified in the Project Plan.
2. The Grantee shall be responsible for the performance, administration, supervision, management and oversight of the Project.
3. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be eligible costs as more fully described in Section V of this Agreement.
4. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any and all permits required for the Project.
5. The Grantee shall secure all required easements from any private property owners prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee

hereby covenants that all easements for privately-owned land within the area of the Project have been obtained.

6. The Grantee agrees to indemnify, hold harmless and defend the County and its officers, employees, and agents from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is in addition to any indemnification and hold harmless requirements imposed upon the Grantee in Section VIII, below
7. The Grantee shall immediately resolve all claims, disputes, and liens arising from any contract or subcontracts concerning the Project. The Grantee agrees to indemnify, hold harmless and defend the County and its officers, employees, and agents from any and all claims arising from or in connection with any contracts or subcontracts of the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VIII, below.
8. The Grantee will allow access to the County or its representatives to enter onto the Project site to inspect and observe the progress or work of the Project.
9. The Grantee shall allow reasonable access to the County or its representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project.
10. Upon completion of the Project, the Grantee will request certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs and shall submit such proper documentation to the County for reimbursement.
11. The Grantee shall, if required, review the Project pursuant to the New York State Environmental Quality Review Act and make any determinations required thereby.



D. TERMINATION. This Agreement may be terminated:

1. By the Grantee on the basis that it lacks funding to continue, but only if no Grant funds have been spent; or
2. By the Grantee on the basis that it lacks funding to continue, if some Grant funds have been spent and Grantee repays all of the Grant funds earned or already disbursed to the Grantee; or
3. By the County for Grantee's material breach of this Agreement, upon twenty-four (24) hours written notice to the Grantee, in accordance with the notice provisions contain in Section IV of this Agreement; or
4. By the County if funds become unavailable for the Grant, as described in Section XIV.

### III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support of the Project. Any statement, press release, bid, solicitation, or other document describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

"This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators."

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

### IV. NOTICES

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to the other party.

- B. Notices to the County shall be sent to:

Kristin E. Campbell, AICP, Chief Planner  
Oneida County Planning Department

321 Main Street, Union Station  
Utica, NY 13501  
Phone (315) 798-5710

C. Notices to the Grantee shall be sent to:

Paul A. Miscione, Town Supervisor  
8635 Clinton Street  
New Hartford, NY 13413  
Phone (315) 733-7500

V. COSTS

A. ELIGIBLE COSTS: The Grantee shall use the Grant solely for eligible costs. Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;
7. Actual construction of the Project; or
8. Certain other types of costs, provided that they are
  - a. Directly incurred by the Grantee; and
  - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
  - c. Have prior written approval of the County.

9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the Effective Date;
  2. Fundraising;
  3. Taxes;
  4. Insurance, except title insurance;
  5. Attorneys' fees; except for acquisition and clearing title to land;
  6. Loans, grants, or subsidies to persons or entities for development;
  7. Bad debts or contingency funds;
  8. Interest;
  9. Lobbyists; and
  10. Political contributions.

#### VI. PAYMENT OF GRANT

- A. To obtain payment of Grant funds, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representative designated in Section IV herein above. Invoices shall differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. The County will pay invoices upon approval by the County and its Department of Audit and Control.
- B. All invoices must be received by the County within sixty (60) days after the completion of the Project or the termination of this Agreement. Invoices received after that date will not be eligible for reimbursement.

- C. The County has final authority to determine whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested.
- D. The Grantee shall not receive payment for work found by the County in its sole discretion to be unsatisfactory. No more than ninety percent (90%) of the Grant shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Agreement.

#### VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost and scope of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for the periods required by the New York State Archives Retention and Disposition Schedule for New York Local Government Records. The County or its representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

#### VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, employees, agents and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees, contractors, or subcontractors arising out of or in connection with this Agreement or the breach of this Agreement or any law, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

## IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain, and require any of its contractors to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - b. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
  2. Workers' Compensation and Employer's Liability
    - a. Statutory limits apply.
  3. Automobile Liability
    - a. Business auto liability with limits of at least \$1,000,000 each accident.
    - b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
    - c. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
  4. Commercial Umbrella
    - a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or workers compensation and employers' liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

#### X. CHOICE OF LAW

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

#### XI. TERM

- A. The term of this Agreement shall commence upon the Effective Date and shall remain in effect until December 31, 2026, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

#### XII. ASSIGNMENT

- A. The Grantee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.

### XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

#### A. RESILIENCY

1. The Grantee hereby acknowledges that it understands that only projects involving “Resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of flood damage, reconstruction, and repeated damage. Examples of Resiliency measures include: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.

#### B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties that the main purpose of the Grant Program is to provide grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).
2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under with Grant funds, the acceptance of Grant funds may affect any future eligibility for federal assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121, *et seq.*

### XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by the parties that this Agreement is funded through the Grant Program, and if, at any time, the Grant Program terminates, Grant Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. Each party’s obligations to the other under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant funds.

### XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including Attachments A and B attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior

negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Attachment B (Standard Oneida County Conditions).

- B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[Remainder of page intentionally left blank.]



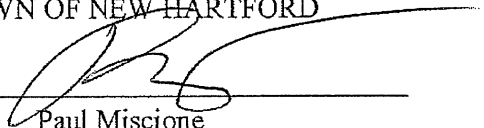
IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

Date: \_\_\_\_\_

TOWN OF NEW HARTFORD

By:  \_\_\_\_\_  
Paul Miscione  
Town Supervisor

Date: 3/6/2024

Approved:

\_\_\_\_\_  
Andrew Dean  
Deputy County Attorney - Administration

## Exhibit A



County Executive Anthony J. Picente, Jr.  
300 Park Avenue • Utica, New York 13501

# Oneida County Flood Mitigation Grant Program Application

## Applicant Information

1. Municipality:

TOWN OF NEW HARTFORD

2. Name of Chief Elected Official:

PAUL MISCIONE TOWN SUPERVISOR

3. Primary Contact and Title:

RICHARD SHERMAN HIGHWAY SUPERINTENDENT

4. Mailing Address

8635 CLINTON ST  
NEW HARTFORD NY  
13413

5. Email Address

RSHERMAN@TOWNOFNEWHARTFORD.NY.GOV

6. Phone Number

315 733 7500

7. Federal Employer ID Number (EIN):

## Project Information

1. Project Name:

MUD CREEK PHASE II

2. Amount Requested:

50,000.00

2a. Total Project Cost:

110,543.75

3. Location:

MIDDLE SETTLEMENT RD. RT 5B NEW HARTFORD NY 13413

4. Tax Parcel ID Number(s):

328,000-2-62.5

5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning)

MUD CREEK DAM PHASE I <sup>FINISHED</sup> PHASE II DEC PLANTINGS  
TO FINISH UP AND COMPLETE THE FLOOD MITIGATION  
PROJECT.

## Project Information Continued

6. Project Start Date:

OCT 2023

7. Estimated Duration of Construction:

OCT, NOV 2023 / APRIL MAY 2024

8. Is the Project Located On: Public  or Private Land  ? (check one)

9. Does Applicant Own  or have Easement  ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes  or No  (check one)

11. Affected Waterbodies:

MUD CREEK

12. List Required Permits:

ALREADY HAVE PERMIT 6-3048-00170 IN PLACE AND WORKING WITH SAME

## Supporting Documents

- ◊ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◊ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◊ Photographs of the project site
- ◊ Location maps
- ◊ Budget including narrative that describes sources of matching funds

## Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds <sup>2%</sup>	Total
Personnel			
Salary			
Fringe			
Contractual	25,000.00	55,271.55	110,543.75
Equipment			
Engineering			
Supplies			
Other			
<b>Total</b>			

**Match Funds**

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
IN KIND SERVICES	55,271.50
Total	\$ 55,271.55

Please return application and supporting materials to:  
Oneida County Department of Planning  
Boehlert Center @ Union Station  
321 Main St. 3rd Floor  
Utica, NY 13501

For questions, call (315) 798-5710 or email [planning@ocgov.net](mailto:planning@ocgov.net)

*Mud Creek Flood Control Dam*

Description of Phase II Work

October 24, 2023

Phase II of the Mud Creek Dam project in the Town of New Hartford consists of the following measures, as shown on the attached plan:

1. 450 wetland plantings in the Special Metals remediation areas that were disturbed by the project (1.5 acres), as per the NYSDEC (see attached letter and planting list).
2. Construction of a swale and berm along lots on Merrimac Street, to divert upstream runoff around the new 42-inch pipe on Merrimac Street to dam impoundment.
3. Installation of the flood gate/backflow prevention at the end of the 42-inch storm sewer on Merrimac Street that discharges into the dam impoundment area.
4. Planting 15 additional trees on new berm to provide more screening to neighboring properties.

The total cost of Phase II is estimated to be \$110,600.00 (see attached budget).

DEC letter

9/27/22

- b. Please include the temporary grading easements for placement of unrestricted soils on the adjacent off-site properties. The names and signed documentation from private property owners should be included as an appendix to this workplan.
- c. This section states "Any imported soils will be sampled for the full suite of analytic parameters, including PFAS and 1, 4 dioxane if contaminate testing is needed." All imported soils will need to be sampled per DER-10 table 5.4(e)10 to ensure they meet the specifications required (either restricted residential or unrestricted) for the intended placement area (i.e. floodplain, stream bed, wetland etc...). Please amend this sentence to reflect the required imported soil testing.

3. Section 5.0 Restoration Plan (p. 3) -

- a. General comments: For all restoration areas, most importantly the *Restoration of Remediated Wetlands and Construction Road Stabilization areas*, all removed trees and shrubs must be replaced at a minimum 1:1 ratio. For each restoration area, please provide an updated table and/ or list of all trees and shrubs to be planted, with sizes, spacing, and approximate numbers provided. The SMC Mud Creek Restoration Plan (see Drawings F27, 28, 33 for planting plans) and Year 2 Monitoring Plan (see Attachments D-F for vegetation survey results) should be used to determine the appropriate replanting specifications.
- b. For all restoration areas not being purposely filled or excavated to a different elevation, please specify that final grades will match pre-disturbance grades (after the addition of topsoil, where applicable).
- c. While any earth moving activities are taking place, the full Community Air Monitoring Plan (CAMP) as established for the construction work will need to remain in place and running. Should the earthen works be completed, please email the Department for concurrence on the cessation of the CAMP.
- d. Bullet b. Construction Road Stabilization (p. 4) & Bullet g. Restoration of Remediated Wetlands (1.36 acres) (p.5) - The wetland seed mixes previously used by SMC were ERNMX 120, 131, and 154, and Tussock Sedge seed (SMC Mud Creek Restoration Plan, Drawing F33), not just ERNMX 131. Please change these sections to more closely match the seed mix specifications used by SMC.
- e. Bullet g: Restoration of Remediated Wetlands (1.36 acres) (p.5) - Imported soils used in the wetland restoration areas should meet Unrestricted standards for all compounds not solely nickel, cadmium, and cobalt.

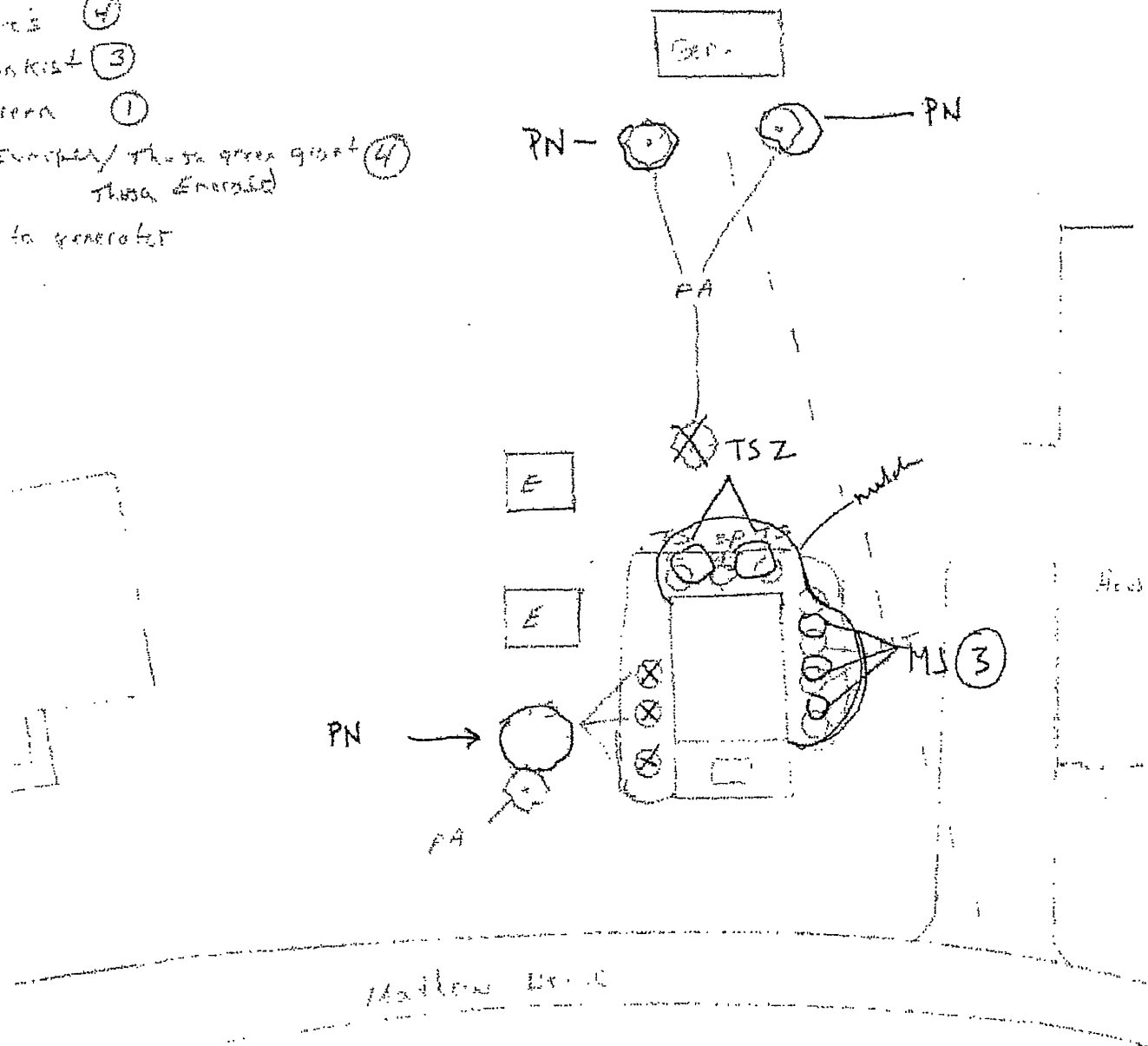
4. Section 6.0 Remediation Sequence for disturbed areas (p. 5) - Please specify the anticipated time of year that trees and shrubs will be planted and restoration areas will be seeded.





$PN = 3$   
 $TS = 2$  8 plants total  
 $MS = 3$

100% (4)  
 in risk (3)  
 100% (1)  
 supplies / thru to green gas (4)  
 thru energy  
 to generate



PN = 3

TS = 4 · 10 plants total

MS = 3

Genes white space (4)

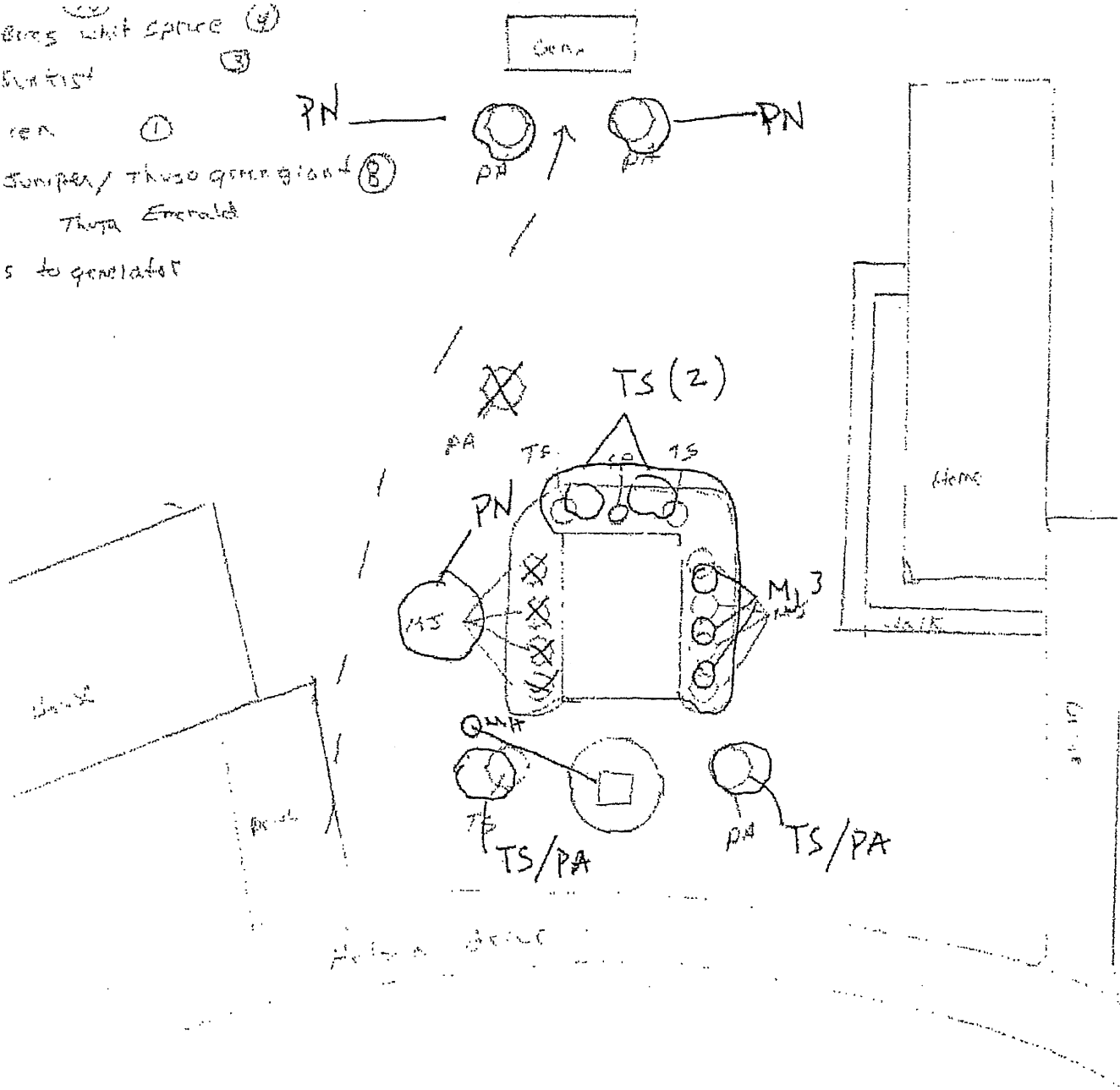
Statistic (3)

ren. (1)

Compare these quantities (8)

Thuya Emerald

s to generator



6/15/23

## Mud Creek

### Wetland Plant List \*

450 plants total  
(300/ac x 1.5 acres)

Common Name	Scientific Name	Form	Minimum Size	Spacing Notes
Black willow	<i>Salix nigra</i>	#1 Container	12-inch Height	Clusters of 3 to 5
Sandbar willow	<i>Salix exigua</i>	#1 Container	12-inch Height	Clusters of 3 to 5
Red osier dogwood	<i>Cornus stolonifera</i>	#1 Container	12-inch Height	Clusters of 3 to 5
Silky dogwood	<i>Cornus amomum</i>	#1 Container	12-inch Height	Clusters of 3 to 5
Smooth alder	<i>Ainus serrulata</i>	#1 Container	12-inch Height	Clusters of 3 to 5
Eastern cottonwood	<i>Populus deltoides</i>	#1 Container	24-inch Height	Individually on higher ground
Sycamore	<i>Platanus occidentalis</i>	#1 Container	24-inch Height	Individually on higher ground
Swamp white oak	<i>Quercus palustris</i>	#1 Container	24-inch Height	Individually on higher ground
Box elder	<i>Acer negundo</i>	#1 Container	24-inch Height	Individually on higher ground

\* Based on SMC restoration planting plan.

## Exhibit B

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;



- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

---

---

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;



request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

**Anthony J. Picente, Jr.**  
County Executive

**Karl E. Schrantz, P.E.**  
Commissioner

March 15, 2024

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, NY 13501

FN 20 24-146

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Authorization to Submit Funding Applications  
Water Infrastructure Improvement Act (WIIA) Grant Program

Dear County Executive Picente:

On February 5, 2024, the New York State Environmental Facilities Corporation (NYSEFC) announced that applications are now being accepted for project funding through the Water Infrastructure Improvement Act (WIIA) program. Successful applications can receive grants in the amount of 25-percent of the total project cost. We have applied for funding under this program with some limited success including a recent \$6.625 million grant award for additional sewer rehabilitation work.

The Department of Water Quality and Water Pollution Control is requesting authorization to submit WIIA grant applications for the following projects:

Ultraviolet Effluent Water Disinfection System: The Water Pollution Control Plant (WPCP) currently utilizes sodium hypochlorite and sodium bisulfite for disinfection of the treated effluent water prior to discharge to the Mohawk River. Ultraviolet (UV) disinfection is being proposed as an alternative to chemical disinfection due to concerns with reliably meeting the stringent total chlorine residual effluent limits imposed by NYSDEC through the SPDES permit that was issued to Oneida County.

The concept of this proposed project is to discontinue use of chemical disinfection for treated final effluent water and replace that with a UV disinfection system. This would entail installing a UV system in one of the existing chlorine contact tanks and constructing a weather-proof enclosure for control panels, spare parts, and storage during the winter months. The 2024 Clean Water State Revolving Fund Intended Use Plan includes a conservative estimate of \$7.62 million for the total project cost. We are seeking WIIA grant funding of \$1.9 million to offset the total project cost.

Sauquoit Creek Pumping Station Resiliency Enhancements - The Sanitary Screen Facility at the Sauquoit Creek Pumping Station (SCPS) was constructed to replace two antiquated manual bar screens located in the existing SCPS influent channels. The facility, which has been in operation for over two years, is designed for a 38-mgd flow and includes two (2) new 38-mgd rated mechanical bar screens, each paired with designated washer compactor and discharge conveyors for compacted screenings. Despite major reductions in excessive inflow/infiltration from the numerous sewer rehabilitation project undertaken in the Sauquoit Creek Basin service area, actual peak flows at the SCPS appear to be trending upward most likely due to more severe weather and more intense storm events occurring more often than in the past. Managing the extreme peak flows during intense storm events are operational challenges especially when one screen is out of service.

The proposed enhancements would include the addition of a third channel and screen with associated compactor to improve the systems performance at peak flow and screenings loading. This will provide the screening facility with increased redundancy to improve performance during high flow conditions. The construction of an equivalently sized channel with optimized flow distribution and similar screening facilities to the existing two channels will serve to minimize operations and maintenance burdens and reduce the risk of

The Honorable Anthony J. Picente, Jr.  
March 15, 2024  
Page 2 of 2



potential regulatory violations. Our engineering consultants have estimated total project costs to be approximately \$11.2 million. To date, we've successfully been designated for \$5.6 million in federal infrastructure grant funding. We are seeking additional grant funding through the WIIA \$2.8 million to further offset the total project cost.

Therefore, I am requesting authorization from you and the Board of Legislators (via Board Resolution) to prepare and submit WIIA grant applications for the above-described projects on behalf of Oneida County, including authorization for the County Executive to sign the applications and supporting documents, including grant disbursement agreements should funding be awarded.

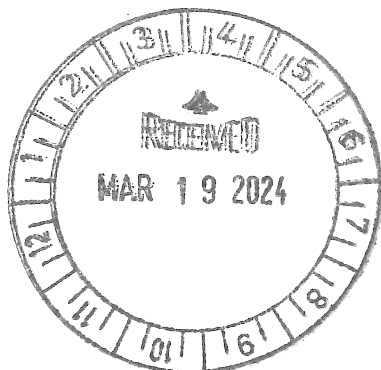
Applications are due June 14, 2024.

Thank you for your consideration of this request.

Sincerely,

Karl E. Schrantz, P.E.  
Commissioner

cc: Andrew Dean – Deputy Oneida County Attorney



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 3-19-24